

KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER (E&M-WATER) BALDIATOWN

NO.KW&SB/EE/Baldia/E&M-Water/2018/314/


Dated:- 10-5-2018

To,
The Director,
Capacity Building,
Sindh Public Regulatory Authority,
Karachi.

SUBJECT:- SUBMISSION OF NIT FOR UPLOADING ON THE SPPRA WEBSITE

REWINDING OF 100 HP 04 NOS. MOTORS & MOST ESSENTIAL WORK OF ELECTRICAL & MECHANICAL AT SHERSHAH P/S BALDIA NO.3 P/S & MUSHARAF COLONY P/S OF BALDIA TOWN

Enclosed please find herewith a NIT are submitted for upload on the SPPRA Website within the One Million which to be open on dated 28-05-2018 and enclosed Pay Order amounting to Rs.2000/- issued by the Bank Habib Metropolitan Branch Papook Nagar, Karachi vide Pay Order No. 115/1270 Dated 18-4-18 for necessary action please.



EXECUTIVE ENGINEER (E&M-WATER)
BALDIA TOWN, KW&SB

Copy to:-

- 1-SE (West), KW&SB.
- 3-AO (Revenue), KW&SB.
- 4-Office Copy.

C.C to:

- 1-Director (I.T), KW&SB.

SPPRA INWARD DIARY
NO : 8958
DATED 10-05-2018

KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER (E&M-WATER) BALDIATOWN

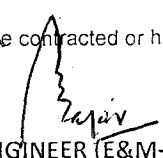
NOTICE INVITING TENDER THROUGH WEBSITE
(ON ITEM RATE BASIS)

Sealed Tenders are invited (single stage one Envelope System) as per SPPRA Rules, 2010 (Amended 2013) for the works mentioned below.

S.No.	DETAIL	CONDITIONS
1.	Name of work	REWINDING OF 100 HP 04 NOS. MOTORS & MOST ESSENTIAL WORK OF ELECTRICAL & MECHANICAL AT SHERSHAH P/S BALDIA NO.3 P/S & MUSHARAF COLONY P/S OF BALDIA TOWN
2.	Name, Address & Phone No. DDO	Executive Engineer (E&M-Water) Baldia Town Address: Treatment Plant No.1 Haroonabad Near Siemens Chowrangi Site Karachi, KW&SB Cell No.0332-2266834
3.	Eligibility of Firm / Bidder	1. NTN Certificate 2. Valid Professional Tax 3. S.R.B Certificate 4. Relevant Experience Work last 3 years. 5. Minimum Turnover last three years.
4.	Tender can be purchased	In charge revenue accounts section finance department KW&SB Head Office Annexy Building of KBCA at Civic Centre Karachi from 9:00 A.M to 12:00 Noon in any working day except the date of opening of the tender.
5.	Bid Security	2% of quoted amount in shape of Pay Order/ Bank Draft from an schedule Bank of Pakistan in the favour of KW&SB must be accompanied with the tender otherwise the Tenders shall be treated as invalid & rejected.
6.	Tender Fee	Rs.1000/- in shape of Pay order in favour of KW&SB. (non-refundable)
7.	Start date of issuance of Tender / last date of Issuance of Tenders	w.e.f. date of 1 st upto the last date <u>25-05-08</u> of issuing.
8.	Date of opening & submission of Tenders	Tender will be submitted on <u>28-05-08</u> at 11:00 AM and will be opened on the same date at 11:30 AM.
9.	Submission / open venue	Tender will be opened by the Procurement Committee-I, at the Office of the Chief Engineer (IPD), KW&SB located at Room #5 Block-E, 9th Mile Shahrah-e-Faisal Karsaz, Karachi.
10.	Source of Work	Improvement of E&M-Water System in BaldiaTown.
11.	Estimated Cost	Rs.996168/-
12.	Scope of Funding	KW&SB Funding.

Note:-

1. Tender and bidding documents can be seen & download from SPPRA website www.SPPRASindh.gov.pk
2. The participants must quote the rates both in words and figures along with telephone / Mobile numbers, Postal address, Fax Number must be mentioned in bids.
3. if any inconvenient situation created in the city or Govt. will announce any holiday on opening date of tender shall be submitted /opened on next working day at same time & venue.
4. The procuring agency may reject any bid to relevant provisions of SPPRA-2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25 of SPPRA-2010.
5. Conditional tender or tenders from debarred contractor shall not be accepted and shall be treated as rejected and invalid then & there.
6. Offers should be received in seal cover.
7. Bid must be in sealed cover.
8. Debarred contractor's bid cannot be accepted.
9. In case of any required information work to the concerned offer as per Item No.01 may be contacted or his office may be visited.


EXECUTIVE ENGINEER (E&M-WATER)
BALDIA TOWN, KW&SB

Copy to:

1. Director, SPPRA. GOS.
2. Director (D&E), KW&SB
3. Superintending Engineer (West), KW&SB
4. Accounts Officer (Revenue), KW&SB
5. Accounts Officer (West), KW&SB
6. Office Copy

NOTE SHEET

S. (West) KW&SB
 Date 28/2/18
 Date 20-02-2018

(2)

Paras

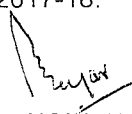
Reference

SUBJECT:- REWINDING OF 100 HP 04 NOS. MOTORS & MOST ESSENTIAL WORK OF ELECTRICAL & MECHANICAL AT SHERSHAH P/S BALDIA NO.3 P/S & MUSHARAF COLONY P/S OF BALDIA TOWN

10 An estimate amounting to Rs.996168/- has been prepared by Sub-Engineer as per physical condition of Site. The estimate already been checked by Director Design, KW&SB at Para- 1/N amounting to Rs.996168/-.


11 The justification has already been given in History Sheet/Para-1/N.

12 It is therefore requested that necessary approval to calling the Tender through Website under SPPRA Rules-2010 from **BG-No.C-033-21** may please be obtained from Hon'able MD, KW&SB along with the permission to transfer of Funds by way of Re-appropriation from **BG-No.C-013-16 to C-033-21** for **Rs.1000000/-** in current financial year 2017-18.

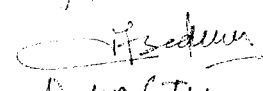

**EXECUTIVE ENGINEER(E&M-WATER)
 BALDIA TOWN, KW&SB**

SE (WEST), KW&SB

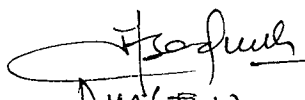
13 The case is forwarded and recommended for approval from competent authority please.


**SUPERINTENDING ENGINEER
 WEST, KW&SB**

DMD (T/S), KW&SB

For approval of Para-12/13
 please /
 MD KW&SB Approved Para 12/13

 DMD (T/S)

MD-KWSB 24/2


 DMD (T/S)

SE (West)

M.D. KW&SB
 Diary No. 7857/E
 Date 26/2/2018
 Time

DMD (T/S) KW&SB
 Diary No. 853/E
 Date 24/1/18

For M/A PM.

SE (West) 23
 CE (W) DT.

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Small) amounting between Rs. 2.5 million to Rs. 50 million)



INSTRUCTIONS TO PROCURING AGENCIES

Wondeshare™

INSTRUCTIONS TO PROCURING AGENCIES

(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

- (i) Invitation for Bids

- (ii) Bidding Data
- (iii) Schedules to Bid (Samples)
- (iv) Schedule of Prices (Format)
- (v) Contract Data
- (vi) Specifications
- (vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The -Notice Inviting Tender is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data.

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents, except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
 - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
 - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.



KARACHI WATER & SEWERAGE BOARD

HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT

PHONE NO. 021 - 99231464 - 021 - 99231463

650/6
20/04/2016

No. KW&SB/SR. DIR./HRD&A/397

Dated: 14th April, 2016

OFFICE ORDER

The Procurement Committee-I is re-constituted as per Rule-07 of Sindh Public Procurement Rules-2010, for performing the functions prescribed in Rule-08 of Rules ibid for the works for which evaluation report required to be submitted to Sindh Public Procurement Authority as under:

Chief Engineer (W&S)
KW&SB
3052
18/4/16

Sr. No.	Nominee	Position in P C
1.	Director Design & Estimate	Convener / Chairman
2.	Superintending Engineer (Concerned)	Member
3.	Representative of D.G. (TS), KMC	Member
4.	Representative of Finance Advisor, KMC	Member
5.	A.O. / D.A.O. / A.A.O. (Concerned)	Member/Secretary

The office of the Director Design shall be headquarter for Procurement Committee-I.

The Concerned Superintending Engineer shall maintain the record of Procurement proceedings as required under Rule-9 of SPPRA-2010

This issues on the recommendation of Chief Engineer (IPD)/M.D. (Planning) KW&SB and with the approval of Managing Director, KW&SB vide para 5/N.

① All S.E. Major
② All District Account Officers

[Signature]
14/4/2016

SR DIRECTOR (HR)
KW&SB
18/4/2016
CE (W&S) 10053

DISTRIBUTION

1. Dy. Managing Director (TS) / C.E. (BT&D) / C.E. (WTM) KW&SB
2. Dy. Managing Director (Planning) / C.E. (IPD) KW&SB
3. Chief Engineer (W/S) KW&SB
4. Director Design & Estimate / Convener / Chairman Committee
5. All Members of the Committee.
6. Sr. Director (Finance) KW&SB
7. Director (IT) KW&SB
8. Director (I&C) M.D Sectt: KW&SB
9. Staff Officer to Vice Chairman, KW&SB
10. AD (LFA) KW&SB
11. AO (ESTT) KW&SB
12. AO (Budget) KW&SB
13. IAO-II KW&SB
14. Office Copy.
15. Master File.

AIEE'S (D/Malik)
Accounts Officer

For information please.

[Signature] 20/4/16
PE (D/Malik)

c.c. to Managing Director, KW&SB



KARACHI WATER & SEWERAGE BOARD

HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT
PHONE # 021 - 99231464 - FAX # 021 - 99231463

Water is Life – Save Water Save Life

No. KW&SB/HRD&A/D.P/871

Dated: 18th April, 2018

OFFICE ORDER

Sub: APPROVAL FOR THE CHANGE OF CONVENER COMMITTEE-I AND CONSTITUTING OF COMPLAINT REDRESSAL COMMITTEE FOR PROCUREMENT COMMITTEE I & II

In pursuance of letter No. D.M.D./Planning/KW&SB/2018/426, dated 10.4.2018 & letter No. A.D(A)/SPPRA/Advice/KW&SB/2018/2455, date 13.4.2018, the change of Convener Committee-I and constituting of Complaint Redressal Committee for procurement Committee I & II is made w.e.f. 01.05.2018 is as under:

Convener of Procurement Committees

Sr. No.	Designation	Name of Convener
1.	Chief Engineer (IPD), KW&SB	Mr. Saleem Ahmed, Convener for Procurement Committee-I
2.	Director (D&E), KW&SB	Mr. Muneer Ahmed Bhatti, Convener for Procurement Committee-II

Other members will remain the same as already in the committees.

Complaint Redressal Committee for Procurement Committee-I & II

Sr. No.	Designation	Convener/Members	Name of Officers
1.	Dy. Managing Director (Finance), KW&SB (BS-20)	Convener	Mr. Mairajuddin
2.	Chief Engineer (E&M-Sew) (BS-20)	Member/Secretary	Mr. Azam Khan
3.	D.A.O. (A.G.) Sindh	Member	Syed Iftikhar-ul-Hassan

This issues on the recommendation of Dy. Managing Director (Planning) KW&SB and with the approval of Managing Director, KW&SB vide para 8/N, dated 17.4.2018.

(Pervaiz-ul-Hassan)
Director Personnel

DISTRIBUTION

1. Dy. Managing Director (TS) KW&SB
2. Dy. Managing Director (Planning) KW&SB
3. Dy. Managing Director (HRD&A) KW&SB
4. Dy. Managing Director (Finance) KW&SB
5. Mr. Saleem Ahmed, Chief Engineer (IPD) / Convener for Procurement Committee-I
6. Mr. Muneer Ahmed Bhatti, Dir. (D&E) / Convener for Procurement Committee-II.
7. Mr. Mairajuddin, D.M.D. (Finance) / Convener of CRC for Procurement Committee-I&II.
8. Mr. Azam Khan, C.E. (E&M-Sew), Member / Secretary of CRC for Procurement Committee-I&II.
9. Syed Iftikhar-ul-Hassan, DAO (A.G.) Sindh / Member of CRC for Procurement Committee-I&II.
10. Director (IT) KW&SB
11. Director (F&A) KW&SB
12. Office Copy.
13. Master File.

c.c. to: Managing Director, KW&SB

Copy to Director Administration for computerization please.



TENDER DOCUMENTS

**REWINDING OF 100 HP 04 NOS. MOTORS & MOST ESSENTIAL WORK
OF ELECTRICAL & MECHANICAL AT SHERSHAH P/S BALDIA NO.3 P/S &
MUSHARAF COLONY P/S OF BALDIA TOWN**

KARACHI WATER & SEWERAGE BOARD

EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

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

BIDDING DATA

- (a) Name of Procuring Agency KW&SB
- (b) Brief Description of Work REWINDING OF 100 HP 04 NOS. MOTORS & MOST ESSENTIAL WORK OF ELECTRICAL & MECHANICAL AT SHERSHAH P/S BALDIA NO.3 P/S & MUSHARAF COLONY P/S OF BALDIA TOWN
- (c) Procuring Agency Address _____
- (d) Estimate Cost On item rate basis
- (e) Amount of Bid Security 2% of Bid amount
- (f) Period of Bid Validity 90 Days
- (g) Security Deposit (including Bid Security) 10%
- (h) Venue, Time and Date of Bid Opening The Tender in sealed cover super scribed with the name of the work should be dropped in the Tender Box kept in office of The Chief Engineer (IPD), KW&SB located at Room #5 Block-E, 9th Mile Shahrah-e-Faisal Karsaz, Karachi on _____ at _____ AM/PM by Procurement Committee.
- (i) Deadline for submission of Bid along with time. _____
- (j) Time for completion from written order commence 25 Days
- (k) Liquidity damage Rs.1000/- per day of delay
- (l) Bid issued to Firm M/s. _____
- (m) Deposit Receipt No. & Date _____
- Amount: Rs. _____/=



Executive Engineer (E&M-Water)
Baldia Town. KW&SB

Authority Issuing Bidding Document

KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER BALDIA TOWN (WATER-E&M)

Estimate amount:- Item Rate basis

Time limit : 25 days
Penalty for delay : 1000/- P/day
Tender Cost : 1000/-
Date of Opening : _____

Name of Work: **REWINDING OF 100 HP 04 NOS. MOTORS & MOST ESSENTIAL WORK OF ELECTRICAL & MECHANICAL AT SHERSHAH P/S BALDIA NO.3 P/S & MUSHARAF COLONY P/S OF BALDIA TOWN**

S. No	Description of Work	QTY	Rate		Per Unit / Item	Amount in Rupees
			Rupees in Figures	Rupees in Words		
1.	Rewinding of Electric Motor 3 phase 400/440 volts, 50 cycle with best quality insulated copper wire of required gauge including testing on load with satisfactory result upto one week time opening & refitting and replacing the bolts if necessary exceeding the cost of worn out materials (04 Poles(1450) BHP 100.0	04 Nos.			Each	
2.	P/F Ball bearing 7322 FAG	04 Nos.			Each	
3.	P/F Ball bearing No.6322 SKF etc.	04 Nos.			Each	
4.	P/F overload relays for sizes 4A, 5 & 6 model FT85 as required & as per instruction of E/I.	04 Nos.			Each	
5.	P/F Circuit breaker 125,150,200 & 225 Amp TP (XS-225 NS) on prepared board as required.	01 No.			Each	
6.	P/F Magnetic Contractor FC-125N as required and as per instruction of the Engineer Incharge.	02 Nos.			Each	
7.	P/F Magnetic Contractor FC-80N as required and as per instruction of the Engineer Incharge.	02 Nos.			Each	
8.	P/F of street light 125 watts (HPMV) having IP 54 classification with 125 W lamp, choke, capacitor & internal wiring complete in all respect at height up to 31 ft as per site instruction of E.I. (125 Watts)	01 No.			Each	

Total Amount Rs. _____/=

Executive Engineer (E&M)-Water
Baldia Town, KW&SB

NOTE:- Contractor will abide all existing rules / terms & condition of SPPRA Rule-2010.

I/We hereby Quoted an Amount of Rs. _____ On item rate basis.

In words(_____)

Signature of Contractor _____

Address: _____

Cell No. _____

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 pro-rate 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 not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recovering from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

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

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

Clause - 9: Issuance of Variation and Repeat Orders. (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskilful 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.

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

Clause - 11:

(A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment. (A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

[Signature]
Divisional Accountant
DIVISIONAL ACCOUNTANT
BALDIA TOWN (KW&SB)

Contractor

Executive Engineer/Procuring Agency

[Signature]
Syed Zaffar Hussain
Executive Engineer
Baldia Town (W&S)
W. & S. B.

OFFICE OF THE EXECUTIVE ENGINEER (E&M-W)
BALDIA TOWN, KW&SB
ANNUAL PROCUREMENT PLAN FOR THE YEAR 2017-2018

S.NO.	Description of Procurement	Quantity where applicable	Estimated Unit Cost where applicable	Estimated total cost (Pak Rs.)	Funds Allocated	Sources of Funds ADP/ Non ADP	Proposed Procurement Method	Timing of Procurements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	Rewinding of 100 HP 04 Nos. Motors & most essential work of electrical & Mechanical at Shershah P/S Baldia No.3 P/S & Musharaf Colony P/S of Baldia Town	-	Items	Rs.996168/-	KW&SB		Single Stage One Envelop through Website	-	-	-	4 TH QTR	

Approved and signed by the Head of Procuring Agency

Executive Engineer (E&M-W)
 Baldia Town, KW&SB