KARACHI WATER & SEWERAGE BOARD OFFICE OF THE EXECUTIVE ENGINEER (SEW) ORANGITOWN

NO.KW&SB/EE/Orangi/Sew/2018//CC

Dated:- 27-02-2018 .

To, The Director, Capacity Building, Sindh Public Regulatory Authority, <u>Karachi.</u>

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

REPAIRING OF DAMAGE/ BROKEN MANHOLE AT VARIOUS PLACES IN SADIQABAD STREET #2, SIDDIQ-E-AKBAR COLONY STREET #24, 18, 3,4,20,27 TAUHEED COLONY BALDIA SCHOOL LAL SHAHBAZ NAGAR LINK ROAD UC-26 ORANGI 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 <u>20-03-20/8</u> and enclosed Pay Order amounting to *Teximilies Montheller*. **Rs.2000/-** issued by the Bank <u>Habib Bank Ltd.</u>, Branch <u>Block-B</u>, <u>N. Naumab</u> Karachi vide Pay Order No. <u>19526474</u> Dated <u>21-02-2018</u>, for necessary action please.

> EXECUTIVE ENGINEER (SEW) ORANG/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.

KARACHI WATER & SEWERAGE BOARD OFFICE OF THE EXECUTIVE ENGINEER (SEW) ORANGITOWN

NOTICE INVITING TENDER THROUGH WEBSITE

(ON ITEM RATE BASIS)

Sealed Tenders are invited (singe stage one Envelope System) as per SPPRA Rules.

2010 (Amer	nded 2013) for the works	mentioned below.

S.No.	DETAIL	CONDITIONS
1.	Name of work	REPAIRING OF DAMAGE/ BROKEN MANHOLE AT VARIOUS PLACES IN SADIQABAD STREET #2, SIDDIQ-E-AKBAR COLONY STREET #24, 18, 3,4,20,27 TAUHEED COLONY BALDIA SCHOOL LAL SHAHBAZ NAGAR LINK ROAD UC-26 ORANGI TOWN
2.	Name, Address & Phone No. DDO	Executive Engineer (Sew) Orangi Town Address: 2nd Floor D.M.C (West) Sector 11-E Shahrah-e-Orangi No.5 Karachi, KW&SB
		Cell No.0300-3376490
3.	Flightlike of Finns (Diddon	 NTN Certificate Valid Professional Tax S D D Certificate
1	Eligibility of Firm / Bidder	 S.R.B Certificate Relevant Experience Work last 3 years. 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 05:00 PM 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 $1^{ST} - 03 - 2018$ of issuing.
8.	Date of opening & submission of Tenders	Tender will be submitted on $20 - 03 - 2018$ at 2:00 PM and will be opened on the same date at 2:30 PM.
	Un-responded Tender will be again	2^{nd} attempt tender will be Issue from Date $21-3-2018$ to $09-04-2018$.
9.	issued / submitted/ opened on (2 nd Attempt)	Submission on $10-04-2018$ at 2:00PM and will be opened at 2:30 PM.
10.	Submission / open venue	Tender will be opened by the Procurement Committee-I, at the Office of the Director Design KW&SB situated at Block-17, Gulshan-e-Iqbal, COD Filter Plant, Karachi.
11.	Source of Work	Improvement of Sew System in OrangiTown.
12.	Estimated Cost	Rs.971294/-
13.	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 contracted or his office may be visited.

EXECUTIVE ENGINEER (SEW) ORANGI 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

OFFICE OF THE EXECUTIVE ENGINEER (SEW) ORANGI TOWN, KW&SB ANNUAL PROCUREMENT PLAN FOR THE YEAR 2017-2018

S.NO.	Description of Procurement	Quant ity where	Unit Cost	Estimated total cost (Pak Rs.)	Funds Allocated	Sources of Funds ADP/ Non ADP	Proposed Procurement Method	Timing of Procurements			Remarks	
		applic able						1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	REPAIRING OF DAMAGE/ BROKEN MANHOLE AT VARIOUS PLACES IN SADIQABAD STREET #2, SIDDIQ-E- AKBAR COLONY STREET #24, 18, 3,4,20,27 TAUHEED COLONY BALDIA SCHOOL LAL SHAHBAZ NAGAR LINK ROAD UC-26 ORANGI TOWN	-	Items	Rs.971294/-	KW&SB		Single Stage One Envelop through Website	-		3 rd Qtr		

Approved and signed by the Head of Procuring Agency

Executive Engineer (Sew) Orangi Town, KW&SB

NOTE SHEET $\left(\begin{array}{c} 2 \end{array} \right)$ Paras Reference 3 SUBJECT:-**REPAIRING OF DAMAGE/ BROKEN MANHOLE AT** VARIOUS PLACES IN SADIQABAD STREET #2, SIDDIQ-E-AKBAR COLONY STREET 18, #24 3,4,20,27 TAUHEED COLONY BALDIA SCHOOL LAL SHAHBAZ NAGAR LINK ROAD UC-26 ORANGI TOWN 10 An estimate amounting to Rs.971570/- has been prepared by Sub-Engineer as per physical condition of Site. the estimate already been checked by Director Design, KW&SB at Para- /N amounting to Rs.971294/-. The justification has already been given in 11 History Sheet. It is therefore requested that necessary approval to 12 calling the Tender through Website under SPPRA Rules-2010 from BG-No.D-023-32 in the current financial year 2017-18 may please be obtained from Hon'able MD, KW&SB. EXECUTIVE ENGINEER(SEW) ORANGI 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 Jo Nova overly 15 MD-aussa c=1.11



***KARACHI WATER & SEWERAGE BOARD** NUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT PHONE NO. 021 - 99231464 - 021 - 99231463

No. KW&SB/D.M.D/HRD&%/1259

Dated: 23rd Novomber, 2015

CORRIGENDUM

In pursuance of office order No. KW&SB/D.M.D/IHED&A/919, dated 22-10-2015 regarding constitution of Complaint Redressal Committee (CRC) compliance of Rule-31 for 0ſ SPPRA and Corrigendum No. KW2SB/HRD&A/D.M.D/944, dated 30.10.2015, Syed Iflikhar-ul-Hasson, 1. D.A.O., A.G. Sindh may be read as Member instead of Sr. Director (HRM). KMC as Member.

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

1120/15 Dy. Managing Director (HRD&A) KW&SB

DISTRIBUTION

1. Dy. Managing Director (TS) KW&SB

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- 2. Dy. Managing Director (Planning) KW&SB 3. Sr. Director (Finance), KW/KBB Convener Committee
- 4. Chief Engineer, Korangi, KW&SB / Member/Secretary.
- 5. Chief Engineer, Central, KMC / Member.
- 6. Syed Iftikher-ul-Hassen, DAO, A.G. Sindh / Member.
- マーロivisional Accounts Officer (South), KW&SB / Member 8. Sr. Director (HRM), KMC.
- 9. S.E. East, KW&SB
- 10. Director (IT) KW&SB
- 11. Director Administration, KW&SB
- 12. Executive Engineer, (Sew-II), Jamshed Town, KW&SB
- 13. AD (LFA) KW&SB 14. AO (ESTT) KW&SB
- 15. Office Copy.
- 16. Master File.

c.c. to Managing Director, KvV&SB

RACHI WATER HUMAN RESOURCES, DEVELOPMENT & ADMINISTRATION DEPARTMENT PHONE NO: 021-19231464, 021-10231445 Dated; 30.10.2015

No: KWESE/HROEA/DMD/944

CORRIGENDUM

In pursuance of office order issued vide No.KW&SB/DMD//HRDEA/919 dated 22:10:2015 regarding of rules-31 of SPPR, A complaint redressal committee (CRC) is Constituted, requires appropriate correction as under.

9r. No.04

May Bo Road as

instead of

Sr. Director (HRM) KMC.

Director Administration KMC

EL SHAKEEL AHMED. DY, MANAGING DIRECTOR KW&SB

Distribution

Dy. Managing Director (TS) KW&SB.
 Dy. Managing Director (Finance) KW&SB / Convener Committee.
 Dy. Managing Director (Finance) KW&SB.
 The Chief Engineer Korangi KW&SB / Member Secretary Committee.
 The Chief Engineer Control KMC / Member of the Committee.
 The Senior Director HR-II KMC / Member of the Committee.
 The Divisional Account Officer (South), KW&SB.

0. The Director (17), Kyy&SB. 9. The Director Administration: Kyy&SB.

10. The Acall ADirocion (LFA), KW&SB.

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KARACHI WATER & SEWERAGE BOARD HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION CEPANTISENT PHONE 10. 011- 79231464 . C. 1 -

No, KYYEGO/O, H. O/HROGADIG

CONTRACT

÷. Abra

Dated: 22-10-2015

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OFFICE ORDER

With Inimediate effect, for compliance of Rule-14 cirSPPR. A Complaint Redressal Committee (CRC) is constituted contentians shipe following:

1. Dy. Managing Director (Finance), KV/3S5	.Convener
2. Chief Engineer (Korangi), KW&SD	Member/Secretary
3. Chief Engineer (Central), KMC	Quantizer 🖓 🗍
1. Director Administration, KMC	Alepaker.
5 Divisional Accounts Ollicer (South). HV1285	Liefaber.

This issues on the recommendation of Dy Assuging Duester (78) KWESB, Dy. Manuging Director (Planning), W//1588, and hum the approval at-Managing Director, KVVESS.

Shakee' Ahmed)

Dy. Managing Duactor (HRCSA) KW6 55

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DISTRIBUTION

- Dy. Managing Director (TS) KWSSB 1.
- 2. Dy. Managing Director (Finance) KW&SS/Convense Committee
- Dy. Managing Director (Planning) KW3SS 3. . •
- Chiel Engineer, Korangi, KW8S9/Member/Secretary Committee. 4.
- 5: Chief Engineer, Central, KMC/Member of the Committee,
- Director Administration, KMC/Majnbar of the Centration б.
- Divisional'Accounts' Officer'(South) KW255 U.
 - Director (IT) KW258
 - **Director Personnel, KW&SB**
- 10. Diminut Administration, KWESB
- 11. AD (LEA) KWUSD 12.
- NO (ESTT) KWESD 13. Office Copy,
- 14. Master File.

9.

c.c. to Managing Director (KV/300)

BHILLS MAUSTRI 7021 TOT



KARACHI WATER & SEWERAGE BOAR HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT PHONE NO. 021 - 99231464 - 0.11 - 199231463

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

Dated: 14" April 2016

OFFICE ORDER

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

*			1	
	Sr.	Nominee	Position in P.C	1
Jinser (Was)	No.			:
NESE JOC2	1.1.	Director Design & Estimate	Convener'/ Chairman	ļ
// · · · · / · · / / · / / / /	2.	Superintending Engineer (Concerned)	Member	
-10-11-11-	.3.	Representative of D.G. (TS), KMC	Member	
1116	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

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

A-U. S'E, Makir DISTRIBUTION (3) orc (set file) -1/4/2010 SR. DIVECTOR (HR) 18/1/276 CE (W) S) 10.05 (

- 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.—Chiel Engin'eer (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&SE
- 8. Director (I&C) M.D Secil: 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.

00.2016

c.c. to Managing Director, KW&



KARACHI WATER & SEWERAGE BOARD

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

Water is Life - Save Water Save Life

No. KW&SB/HRD&A/D.P/1476

Dated: 8th November, 2017

OFFICE ORDER

In continuation to the Office Order No.KW&SB/SR.DIR./HRD&A/397, dated 14.4.2016 regarding re-constitution of Procurement Committee-I, the assignment of Convener/Chairman of the said Procurement Committee-I is given to Chief Engineer (IPD) instead of Director Design & Estimate as per previous practice w.e.f. 01.11.2017.

This issues on the recommendation of Director (D&E), Chief Engineer (IPD), Dy. Managing Director (Planning) and with the approval of Managing Director, KW&SB vide para 6/N, dated 1.11.2017.

Director Personne

DISTRIBUTION

- 1. Dy. Managing Director (TS), KW&SB
- 2. Dy. Managing Director (Planning/Finance)
- 3. Dy. Managing Director (HRD&A) KW&SB
- 4. Chief Engineer (IPD) / Convener of the committee.
- 5. Director (D&E) KW&SB
- 6. Director (IT) KW&SB
- 7. Director (F&A) KW&SB
- 8. Director (!&C) M.D Sectt: KW&SB
- 9. AD (LFA) KW&SB
- 10. AO (ESTì) KW&SB

11. Office Copy.

12. Master File.

c.c.to Managing Director, KW&SB

Copy to Director Administration, KW&SB for computerization please.



KARACHI WATER & SEWERAGE BOARD HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT

PHONE NO. 071 - 99231464 - 071 - 99231463

Water is Life - Save Water Save Life

No. KW&SB/HRD&A/D.P/1477

Dated, 0th November, 2017

OFFICE ORDER

The assignment of Convener/Chairman of the Procurement Committee-t given to Chief Engineer (PD) instead of Director Design & Estimate made vide office order No. KW&SB/DRD&A/D.P/1476, dated 37 November, 2017 is hereby withdrawn / cancelled with immediate offest

This issues on the directives of Managing Director, KW&SB

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DISTRIBUTION

- 1 Dy Managing Director (TS), KWASE
- 2 Dy Managing Director (Planning/Pinance)
- 3 Dy. Managing Director (HRD&A) KW&SB
- 4. Chief Engineer (IPD), KW&SB
- 5. Director (D&E), Convener / Charman of the committee.
- 6. Director (IT) KW&SB
- 7 Director (F&A) KW&SB
- 8 Director (I&C) M.D Seett, KW8SH
- 9 AD (LEA) KW&SB
- 10 AO (ESTT) KW&SB
- 11 Office Copy.
- 12 Master File

c.c. to Managing Director, KW&SB

Copy to Director Administration, KWSSB for computerization please.



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TENDER DOCUMENTS

REPAIRING OF DAMAGE/ BROKEN MANHOLE AT VARIOUS PLACES IN SADIQABAD STREET #2, SIDDIQ-E-AKBAR COLONY STREET #24, 18, 3,4,20,27 TAUHEED COLONY BALDIA SCHOOL LAL SHAHBAZ NAGAR LINK ROAD UC-26 ORANGI 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

7

- 5. Similar nature of Bidding Document form upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the tender cannot be accepted
- 6. Rate must be quoted in figure & Words by contractor.
- 7. Bid shall be properly signed by contractor with stamped, address and contact No.
 #
- 8. If the estimate are based on Sch:2012 and premium can be allowed within allowable limit.
- 9. If the estimate are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be conceder.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Registration Certificate from S.R. B (Sindh Revenue Board) must be attached.

BIDDING DATA

1

(a)	Name of Procuring Agency	<u>KW&SB</u>
(b)	Brief Description of Work	REPAIRING OF DAMAGE/ BROKEN MANHOLE AT VARIOUS PLACES IN SADIQABAD STREET #2, SIDDIQ-E-AKBAR COLONY STREET #24, 18, 3,4,20,27 TAUHEED COLONY BALDIA SCHOOL LAL SHAHBAZ NAGAR LINK ROAD UC-26 ORANGI TOWN
(c)	Procuring Agency Address	MAGAR LINK KOAD UC-20 OKANGI TOWN
(d)	Estimate Cost	<u>On item rate basis</u>
(e)	Amount of Bid Security	2% of Bid amount
(f)	Period of Bid Validity	<u>90 Days</u>
(g)	Security Deposit (including Bid Security)	<u>10%</u>
(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 Procurement Committee-I KW&SB at the Director Design Office, Gulshan-e-Iqbal Near COD Filter Plant, Karachi on $20-03-2e/8$ at $2:30$ PM by Procurement Committee.
(i)	Deadline for submission of Bid along with time.	20-03-2018 at 2:00 PM.
(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: R	s. <u>/000</u> /=

Executive Engineer (Sew) Orangi Town, KW&SB Authority Issuing Bidding Document

OFFICE OF THE EXECUTIVE ENGINEER ORANGI TOWN (SEW) KARACHI WATER & SEWERAGE BOARD

Estimate amount:-Time limit : Penalty for delay : Tender Cost Date of Opening : Item Rate basis 25 days 1000/- P/day 1000/-<u>20-03-20</u>/8

Name of Work:-

Repairing of damage/ broken manhole at various places in Sadigabad street #2, Siddig-e-Akbar Colony Street #24, 18, 3,4,20,27 Tauheed Colony Baldia School Lal Shahbaz Nagar link road UC-26 Orangi Town

S. No	Description of Work	QTY	Rupees in	Rate Rupees in Words	Per Unit / Item	Amount in Rupees
1	Providing manhole 4' (inside) and 5' ft clear depth with Cl frame (15 kg) cast in situ 1:2:4 in 9" thick wall 1:4:8 c/c in 6ft dia and 6" thich in foundation 1:2:4 c.c. in benching ½" thick cement plastering with 1:3 CM on all inside wall surface of channel & benching i/c making required nos of main and branch channels, ¾ "dia bars MS foot rest at 12" c/c including cost of excavation in all kind of soil backfilling and disposal of excavated stuff etc complete, as per design specification and instruction of the engineer incharge.	32 Nos.	Figures		Each	
2	Cement concrete plain including placing compelling finishing and cunning complete screening & washing of tone, aggregate without shuttering ratio 1:2:4	2006.15 Cft			%Cft	
3	Cement plaster 1⁄2" thick ratio 1:3 upto 12 ft height	2121.45 Sft			% Sft	
4	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending, laying in position making joint & testing i/c cost of binding wire also includes removal of rust from bars (foot rest)	76.56 kg			P/kg	
5	Providing and fixing CI frame including cost of material etc.	1950 Kg			P/kg	
6	Hire charges of steel shuttering both side for the construction of main hole (Circular) at side i/c its ercaction in proper position and removal after concrete etc complete.	235 Rft		Total Amoun	P/ft	/=

Total Amount Rs Ou 74 V ľ EXECUTIVE ENGINEER (SEW) ORANGI TOWN, KW&SB

Address:

Cell No._____

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/I

(i) Invitation for Bids

Executive Engineer (Water) Orangi Town 🛠 🖗 & S B

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

(ii) <u>Bidding Data</u>
(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 AB.5, IB.6, IB.16, etc. In

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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**

3

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.
- The Procuring Agency's Representative, if any, shall exercise powers of the Procuring 2. 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.

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- 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

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To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

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

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CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

- contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - 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.

WASIQUE A/MASHMI Executive Engineer (Water) Orangi Town K W & S B

Clause – 7: Payments. (A) Interim/Running

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-incharge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineerin-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-incharge 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 xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

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

- 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) (B) Secured Advance against materials brought at site. Mobilization advance is not allowed.

- (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

Executive Engineer/ProcuringAgency

WASIQUE A/HASHM Executive Engineer (Water) Orangi Town K W & S B

Contractor