

Bidding Document of Construction of External Drainage System
For Computer System Engineering Department
@
(Quaid-e-Awam University of Engineering Science & Technology)



Available on

QUEST website (www.quest.edu.pk)
&
SPPRA website (www.sppra.org.pk)

Quaid-e-Awam University of Engineering Science & Technology
Nawabshah, Sindh Pakistan



QUAID-E-AWAM UNIVERSITY
OF ENGINEERING SCIENCE & TECHNOLOGY NAWABSHAH.

Directorate of Project

Phone (0244) 9370396 (0244) 9370381-5 Ext: 2504

No. QUEST/NH/PD-I/-

of 2020

Dated: 04-09 -2020

“Say No to Corruption”

NOTICE INVITING TENDER

Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah invites sealed tender on composite rates from interested contractor / firms.

Sr.	Name of Work	Tender Fee	Completion period	Requirement
1	Construction of External Drainage System for Computer System Engineering Department	Rs.2,000/	01 Month	PEC, NTN, SRB.

Qualification:

- i) List of Similar assignment over the past five years.
- ii) Financial Statement and tax return for the last three years.
- iii) List of litigation (if any) nature and status / outcomes.
- iv) Affidavit that firm has never been black listed.
- v) Any addition or deletion can be made by procuring agency.

Method of Procurement: Single Stage One Envelope

Bidding / Tender Document:

- i) **Issuance:** Document will be issued from 07.09.2020 to 21.09.2020 on payment of tender fee Rs. 2000/- (Non refundable) in the shape of D.D. / Pay order in the favor of Director Finance QUEST Nawabshah.
- ii) **Amount of Bid Security:** 5% at the time of bid submission & other as per rule.
- iii) **Submission:** Last date of submission 21.09.2020 time 12:00 Noon
- iv) **Opening:** Tender will be opened on dated: 21.09.2020 at 01:00 PM
- v) **Place:** Address: Office of In-charge Project Director - I, QUEST @ Admin Block, QUEST, Nawabshah.
Telephone: 0244-9370396 Ext. 2504
- v) Un-responded Tenders will be again issued / submitted / opened on following dates.
2nd Attempt a) Issue date 22-09-2020 b) Submission & Opening 06-10-2020 time and place will remain same

Terms & Conditions:

Under following conditions tender will be rejected.

- Conditional, electronic and telegraphic bids / tenders.
- Bids not accompanied by the bid security of required amount and form.
- Bid received after specified date and time.
- Black listed firms.
- In case the applicant not fulfills SPPRA Rules-2010 (Amended 2019) or aforesaid conditions, the applications for issuance of bidding document will not be entertained.
- In case of any disturbance or busy schedule of any committee member, the tenders will be opened on next working day. The venue and time will remain same for 1st and 2nd attempt.
- Advertisement can be seen on QUEST website (www.quest.edu.pk), SPPRA website and Newspapers.
- The Competent Authority reserves the rights to reject any or all the tenders in accordance with SPPRA Rules 2010 (Amended 2019).

In-charge Project Director - I
QUEST, Nawabshah

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/In-Charge Project Director 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 Director Works/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 Director Works/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 In-Charge Project Director 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 In-Charge Project Director 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 In-Charge Project Director 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 or as directed by the Engineer.

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 Director Works. 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 In-Charge Project Director (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

In-Charge Project Director-I

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders

Clause Reference

1.1 Name of Procuring Agency

Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah.

(Insert name of the Procuring Agency)

Brief Description of Works

(Construction of External Drainage System for CSE Dept: QUEST, Nawabshah)

5.1 (a) Procuring Agency's address:

Project Directorate – I, office at Admin Block QUEST Nawabshah

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:

**In-Charge Project Director, Quaid-e-Awam University of Engineering,
Science & Technology, Nawabshah.**

(Insert name and address of the Engineer, if any, with telex/fax.)

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*

i. Financial capacity: *(must have turnover of Rs ----- Million);*

ii. Technical capacity: **Mentioned in Tender Notice** *(mention the appropriate category of registration with PEC and qualification and experience of the staff);*

iii. Construction Capacity: *(mention the names and number of equipments required for the work).*

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 Amount of Bid Security

5 % Earnest Money (Call Deposit)
5 % Security Deposit (Deduct from Bills)

*(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1%
And not exceeding 5%)*

14.1 Period of Bid Validity

90 Days Bid Validity.

(Fill in "number of days" not exceeding 90)

14.4 Number of Copies of the Bid to be submitted:

One original plus 01 copy.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

**In-Charge Project Director, Quaid-e-Awam University of Engineering,
Science & Technology, Nawabshah.**

(insert postal address or location of bid box for delivery by hand)

15.1 **Deadline for Submission of Bids**

21-09-2020

16.1 **Venue, Time, and Date of Bid Opening**

Venue: **In-Charge Project Director-I, Admin Block, Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah**

Time: 12:00 Noon Date: 21-09-2020

16.4 **Responsiveness of Bids**

- (i) Bid is valid till required period,
- *(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

*Procuring agency can adopt either of two options. (*Select either of them*)

- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.
- (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

BILL OF QUANTITY

EXTERNAL DRAINAGE SYSTEM OF COMPUTER SYSTEM OF ENGINEERING DEPARTMENT					
(SCHEDULE ITEMS)					
S.No.	Description of items	No.	Unit	Rate	Amount
1	Excavation in pipe line in trenches and pits in hard soil.	5000	Cft	3.90	19,500.00
2	Filling, watering and ramming earth in floors with surplus earth from foundation lead upto one chain and lift upto 5 feet.	3300	Cft	1.51	4,989.60
3	Supply and filling sand under floor (Pipe) 6" layer or as per directed by engineer Item 29 page 26	1000	Cft	11.41	11,410.00
4	Providing, Laying uPVC pipes of Class 'C' fixing in trench i/c cutting, fitting and jointing with solvent cement i/c testing with water to a head of 91.5 meter or 300 ft. pipe class 'C' with collar.				
	Make DADEX< POPULER or Eq.				
	i) Dia 75 mm Class-C	350	P.Rft	107.00	37,450.00
	ii) Dia 200 mm Class-C	450	P.Rft	569.00	256,050.00
5	Construction manhole or inspection chamber for the required dia of circular sewer of 3'-6" depth with walls of B.B. in cement mortar 1:3 and 1:3 cement plastered 1/2" thick inside of walls and 1" thick over benching and channels including fixing C.I. manhole cover with frame of clear opening 1-1/2" x 1-1/2" of 1.75 Cwt embedded in plain C.C. 1:2:4 and fixing 1" dia M.S. steps 6" wide projecting 4" from the face of wall at 1" C/C duly painted etc. complete as per specification and drawing No. D-P/1 of Public Health Circle, Southern Zone. Complete in all respect				
	i) 4" to 12" dia 2'x2'x3'-6"	17		14,748.00	250,716.00
	ii) 4" to 12" dia 2'x2'x2'	13		12,591.30	163,686.90
6	Construction of Gully traps of 12"x12" internal size and required depth of max 18" with walls of in cement mortar 1:3 and 1:3 cement plastered 1/2" thick inside of walls including fixing of C.I. Cover and frame.	10	Each	1,358.17	13,581.70
TOTAL					757,384.20
PREMIUM _____% Above / Below					
G. TOTAL					

Contractor