



BIDDING DOCUMENT

July, 2018

Head - General Services Department
House Building Finance Company Limited
3rd Floor, FTC Building, Shahrāh-e-Faisal, Karachi
Tel: 021-35641739, email: hafeez.rehman@hbfc.com



Ref: HBFCL/HOK/GSD/2018

July 12, 2018

Sub: Tender For Renovation and Refurbishment Works of Staff Toilet and Wazo Area

House Building Finance Company Limited (HBFC), Pakistan's leading housing finance institution, invites sealed bids from authorized reputed companies/ civil contractors, registered with Tax Authorities and who are on Active Taxpayer List (ALT) of FBR, for Renovation and Refurbishment works of staff toilet and wazo area at Executive Block at our office, 3rd Floor, Finance and Trade Centre, Shahrah-e-Faisal, Karachi.

Bidding documents containing detailed terms and conditions, can be obtained from the undersigned during office hours or can be downloaded from website: www.hbfc.com.

The bids prepared in accordance with the instructions contained in the bidding documents must reach at HBFC Head Office, 3rd Floor, Finance and Trade Centre, Shahrah-e-Faisal, Karachi on or before 02-08-2018, 11:00 am. Late bids will not be accepted. The bids will be evaluated in terms of Rule 36(a) of Public Procurement Rule-2004 i.e. **"Single Stage - One Envelope Procedure"**. The bids will be opened on the same day at 11:30 am, in the presence of the bidders' designated representatives, who may choose to attend. The tender is also available on the website: www.ppra.org.pk.

HBFC reserves the right to accept or reject any or all bids in compliance with the relevant clause of PPRA Rules.

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BIDDING DATA

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|-----|--|--|
| (a) | Name of Procuring Agency: | House Building Finance Company Limited. |
| (b) | Brief Description of Works: | Renovation of bathrooms/ ablution area. |
| (c) | Procuring Agency's address: | HBFCL HOK at 3 rd Floor FTC Building, Shahrah-e-Faisal, Karachi |
| (d) | Estimated Cost: | ----- |
| (e) | Amount of Bid Security: | 2% |
| (f) | Period of Bid Validity | 90 days |
| (g) | Performance Bond: | 3% |
| (h) | Deadline for Submission of Bids along with time: | 2 nd August, 2018 at 11:00 a.m. |
| (i) | Venue, Time, and Date of Bid Opening: | HBFCL HOK at 3 rd Floor FTC Building, Karachi
2 nd August, 2018 at 11:30 a.m. |
| (j) | Time for Completion from written order of commence: | Three Months |
| (k) | Time of Maintenance | Six Months |
| (l) | Liquidity damages: | 0.1% of the contract amount per day for the work remains un-commenced and un-completed after due date up to maximum of 10% and after that termination of Contract. |
| (m) | Eligibility | <ul style="list-style-type: none"> • Registration with Tax Authorities • Not black listed in any procuring agency or authority. • Appear on Active Taxpayer List (ATL) of FBR. • At least three years relevant experience. |

(n) Other Terms & Conditions**(a) Under following conditions bid can be rejected**

- (i) Conditional bids/tenders.
- (ii) Bids not accompanied by bid security of 2 % of the bid price.

lii) The HBFCL reserves the right to accept or reject any or all tenders wholly or partially in accordance with the relevant clause of PPRA, Government of Pakistan Rules. It shall also have full authority to split the tender and distribute the supply among various tenderers and the tenderer shall supply the quantity for which his tender has been accepted.

(b) Responsive Bidder is required to submit following documents with their bid:

- (i) List of similar assignments with cost (mention number of projects with their cost) Under-taken over the past 03 years.
 - (ii) Details of equipment, machineries and transport Owned by firms/contractor. (if applicable).
 - (iii) Financial Statement and income tax returns for the last 03 years.
 - (iv) Affidavit that firm has never been blacklisted.
 - (v) Copy of CNIC / Establishment of Firm/ Company etc.
 - (vi) Proof of Registration of NTN, GST, SRB & PEC. (Whichever is applicable)
 - (p) For any query and clarification about BOQ items and drawings etc. bidder may contact the Head - General Services Department, HBFCL in working hours.
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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 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.

Clause–2: Liquidated Damages. The contractor shall pay liquidated damages to HBFCL 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 HBFCL shall not exceed 10 per cent of the contract price. HBFCL 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). HBFCL 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;
- (B). HBFCL has power to adopt any of the following courses as may deem fit: -
- i. to forfeit the security deposit available;
 - 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 HBFCL, 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.

HBFCL may invite fresh bids for remaining work.

Clause –4: Extension of Intended Completion Date. HBFCL either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date.

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 –5: 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, the said specification being a part of the contract.

Clause – 6: Payments. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise 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 – 7: Issuance of Variation and Repeat Orders.

- (A). HBFCL 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 HBFCL 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). The time for the completion of the work shall be extended in the

proportion that the additional work bear to the original contract work.

- (D). **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-8: 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 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 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 – 9: 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.

- (B). If any work is covered up or placed beyond the reach of measurement, 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 – 10: 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-11: Measures for prevention of fire and safety measures. 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-12: Sub-contracting. 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 –13: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate 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.

Clause –14: Refund of Security Deposit/Retention Money. On completion of the whole of the works, the security deposit lodged by contractor shall be refunded to him after the expiry of three months from the date on which the work is completed.

FORM OF TENDER

Owner,

SUB: -

1. Having examined the Tender Documents and the Site Conditions for the Completion and Maintenance of above mentioned Project, we the undersigned offer to compete and maintain the whole of the said works in conformity with the said tender documents for the sum of Rs. _____
(Rupees _____)
_____) or such other sum as may be ascertained in accordance with the said Tender Documents.
2. The above total sum is based on bill of quantities and unit prices inserted by us.
3. We undertake to sign an agreement within 10 calendar days, following the acceptance of our tender, in the form laid out in Annexure to this Tender with such alterations and additions thereto as may be required to adopt.
4. We undertake, if our tender is accepted and mobilization advance is released, to mobilize and commence the works on the next working day and to complete and deliver the whole of the works comprised in the Contract within the time of completion specified in Salient Features.
5. We agree to abide by the Tender for a period of 90 calendar days from the date of submission of tender and shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We understand that we are not bound to accept the lowest or any tender you may receive, and that you will not reimburse any expenses incurred by us in preparing and submitting the tender or otherwise in connection with the tender.

- 7. The Tender documents referred to above constitute a part of this tender and comprise of the documents listed hereunder :
 - a- Salient Features of Contract
 - b- Form of Tender
 - c- Form of Agreement
 - d- Bill of Quantities
 - e- Summary of Cost

Date: _____

Duly Authorized Signature for and on behalf of

(NAME OF THE TENDERER IN BLOCK LETTERS)

Witness : _____

Occupation: _____

Address : _____

(If signed by any person other than Proprietor/ Managing Director/ Partner, the duly executed legal Authority shall be submitted along with Tender.)

FORM OF AGREEMENT

This agreement made this _____ day of _____, _____ between House Building Finance Company Limited being hereinafter called the "OWNER" which expression shall, whatever the context so permits, mean and include its successors in interest, executors, administrators, liquidators, nominees and assignees of the ONE PART and _____ . Being hereinafter called the "CONTRACTOR", which expression shall, wherever the context so permits, mean and include his heirs, successors in interest, executors, administrators, liquidators, nominees and assignees of the OTHER PART.

WHEREAS the Owner wishes to have the toilet renovation and ablution area renovation in HBFCL HOK, 3rd floor FTC Building, Shahrah-e-Faisal, Karachi, in accordance with the requirements, drawings, plans and instructions prepared by the Consultant of the Owner M/S _____ and contained in the tender documents.

And WHEREAS the Contractor has agreed to complete and maintain the said office on the agreed rates and prices in accordance with the requirements, condition of the contract, documents, standard quality, plans, drawings and instructions of the Owner and the Consultant.

The Owner and Consultant agree as under:

- 1- The following documents shall be deemed to form, read and construed as integral part of this Agreement/ Contract.
 - a- Salient Features of Contract
 - b- Form of Tender
 - c- Form of Agreement
 - d- Bill of Quantities
 - e- Summary of Cost
- 2- In case of inconsistency between any of the documents referred hereinabove, the later documents shall prevail and the tender documents shall be construed to have been amended to that extent.
- 3- In consideration of the Contractor completing and maintaining the works, as described heretofore, in conformity in all respects with the provision of this contract to the entire satisfaction of the Owner and the Consultant, and Contractor acting, abiding and performing his duties and obligations strictly in accordance with the terms and conditions herein and documents of the contract mentioned hereinabove,

the Owner shall pay to the Contractor amounts as per contract documents listed above.

In WITNESS WHEREOF the parties hereto have caused his agreement to be signed and delivered in their respective names of the day and the year first mentioned hereinabove.

WITNESSES:

Owner

Contractor

Bill of Quantity

Item #	Item Description	Unit	Qty	Unit Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6
	NOTE: Before starting the work, a joint survey of Client & Contractor shall be made to identify the scope of work. Bill of Quantities include Supplying & Fixing of all material, labour & plants for the following items complete in all respects and/or as directed by the Client.				
00-1C	<u>C. CIVIL WORKS</u> Renovation & refurbishment of existing Staff Toilet and Wazo Area comprising following Items: Providing and fixing full body Porcelain Tile Flooring, Dado (upto 7'-0"), Providing and Fixing Marble on Seats (top & sides) , Providing and Fixing 3/4" thick MDF lasani board band above dado with 3 coats of matt finish paint, toilet PVC partition with access doors, false ceiling (dampa) and wooden doors including cost of removal/dismantling of existing floor, dado, marble & false ceiling etc. with disposal of demolished material/debris from site to out of Municipal limits and cleaning etc. complete in all respects and/or as directed by the Client.				
	a) Porcelain tiles on floor size 12" x 24" .(Origin Malaysia)	Sft.	170		
	b) Porcelain tiles on dado.(same as above)	Sft.	610		
	c) Marble on wazo seats (top & sides).	Sft.	15		
	d) 3/4" MDF lasani board band above dado with 3 coats of matt finish painting.	Sft.	100		
	e) 1-1/2" thick PVC toilet partition (upto 7'-0") including access door with S.S Clips & Fasteners etc. complete in all respects.	Sft.	105		
	f) False ceiling size 24" x 24" (dampa).	Sft.	180		

	g) Wooden flush doors comprising deodar wood frame/chowkhat with solid core door shutter, mortise lock, kick plate (both sides), all other hardwares, fittings, beading, painting etc. complete in all respects. (Toilet Ent. & Janitorial)	Sft.	40		
Cost of Civil Works (a)					
00-1P	<u>P. PLUMBING WORKS</u> Staff Toilet & Wazo Area , removal of existing water supply pipe lines, fittings & fixtures etc. (any types) including providing and laying of new uPVC pipe lines, fittings, sanitary fixtures, taps (toilet & wazo), basin mixtures & valves etc. including disposal of dismantled stuff/materials to designated places complete in all respects of entire plumbing works and/or as directed by Client.				
	a) Water supply uPVC pipes/lines, fitting & valves etc. (Dadex, Schedule -40)	Job.	1		
	b) Toilet taps. (Master Local).	Nos.	2		
	c) Taps long for wazo. (Master).	Nos.	3		
	d) W.C Eastern style (Porta China)	Nos.	2		
	e) Basin mixture long neck (Master)	Nos.	2		
Cost of Plumbing Works: (b)					
	<u>E. ELECTRICAL WORK</u> Staff Toilet & Wazo Area , removal of existing light fixtures & fittings etc. (any types) including providing and laying of new wiring, fixtures, fittings, control switches, D.B etc. complete in all respects of entire Electrical works and/or as directed by Client.	Job	1		
Cost of Plumbing Works (c)					
Total cost of entire work a+b+c:					