

**GOVERNMENT OF SINDH
SINDH COAL AUTHORITY**

**SUBJECT: NIT NO.INF/KRY-2837/10 DATED 27.07.2010---TENDER FOR
CIVIL WORKS IN DISTRICT THARPARKAR & UMERKOT**

Tenders under sealed cover on B-I Form for civil works viz. construction of Reverse Osmosis (Water Desalination) Plant room, Diesel Generator room, underground water tanks, guard room, lavatory and compound wall at designated sites of Districts Tharparkar & Umerkot were invited from the contractors / firms registered with Pakistan Engineering Council (PEC) in the relevant category and meeting the criteria under SPPRA Rules, 2010. Tender Notice was published in leading dailies and also hoisted on SPPRA website. The opening date was scheduled on 26.08.2010.

2. In response to advertisement 33 firms purchased tender document and participated in bidding process. The bids were opened by a Committee in presence of the participating bidders. The package-wise comparative statements is as as follows:-

Package-I

Sr. No.	Name of Contractor	Rates quoted by contractor			Remarks
1	M/s Kohisar Enterprises	Part-A & B 10.77% below	Part-C&D 10.77 % below	Part-E 10.77 below	1 st Lowest
2	M/s A.Hakeem	Part-A & B 32% above	Part-C&D 19 % above	Part-E 19.50% above	2 nd lowest
3	M/s Kaybee Constructors	Part-A & B 43% above	Part-C&D 19 % above	Part-E 19% above	3 rd Lowest
4	M/s Israr & Brothers	Part-A & B 45.5% above	Part-C&D AT PAR	Part-E ATPAR	
5	M/s Danish Enterprises	Part-A & B 165% above	Part-C&D 165% above	Part-E 165% above	

Package-II

Sr. No.	Name of Contractor	Rates quoted by contractor			Remarks
1	M/s Kohisar Enterprises	Part-A&B 10.77% below	Part-C&D 10.77% below	Part-E 10.77% below	1 st Lowest
2	M/s A.K Engineering	Part-A & B 34.95% above	Part-C&D 17% above	Part-E 18% above	2 nd lowest
3	M/s Ahmed Hussain Jagirani	Part-A&B 34.95% above	Part-C&D 19.90% above	Part-E 19.90% above	3 rd Lowest
4	M/s Malani Construction Co.	Part-A&B 36% above	Part-C&D 18% above	Part-E 18% above	
5	M/s Rooma Construction Co.	Part-A&B 39.5% above	Part-C&D 39.5% above	Part-E 10% below	
6	M/s Pak Construction Co.	Part-A&B 43% above	Part-C&D 19% above	Part-E 16% above	
7	M/s A. Hakeem & Co.	Part-A & B 45.25% above	Part-C&D 19.25% above	Part-E 19.33% above	

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8	M/s Israr & Brothers	Part-A & B 46.5% above	AT PAR	AT PAR	
9	M/s Shafi Muhammad	Part-A & B 58.80% above	Part-C&D 19.90% above	Part-E 19.90% above	
10	M/s. Aneel Contractor	Part-A & B 150.786% above	Part-C&D 100% above	Part-E 60.786% above	

Package-III

Sr. No.	Name of Contractor	Rates quoted by contractor			Remarks
		Part-A&B	Part-C&D	Part-E	
1	M/s Kohisar Enterprises	10.77% below	10.77% below	10.77% below	1 st Lowest
2	M/s Hotchand Bhurmal	35% above	10% above	10% above	2 nd lowest
3	M/s A.Hakeem & Co.	37.25% above	20% above	19.50% above	3 rd Lowest
4	M/s Muhammad Qasim Qumbrani & Co.	39.90% above	19.90% above	19.90% above	
5	M/s Muhamamd Riaz Kiyani & Co	45.5% above	15% above	15% above	
6	M/s Manzoor Ahmed	66.65% above	19.80% above	19.95% above	
7	M/s Fazal Brothers	67.70% above	50% above	20% above	

Package-IV

Sr. No.	Name of Contractor	Rates quoted by contractor			Remarks
		Part-A&B	Part-C&D	Part-E	
1	M/s A.Hakeem & Co.	58.70% above	19.90% above	19% above	1 st Lowest
2	M/s Pavan Kumar	Part: A. 55.89% above B. 40.89% above	25.88% above	22.89% above	Tenders received without call deposit. Hence not considered.

Package-V

Sr. No.	Name of Contractor	Rates quoted by contractor			Remarks
		Part-A&B	Part-C&D	Part-E	
1	M/s Pirzada Riaz Hussain	35% above	20% above	20% above	1 st Lowest
2	M/s Om Parkash M.Kundnani	38.99% above	35.99% above	20.99% above	2 nd lowest
3	M/s A.Hakeem & Co.	55.45% above	19% above	19.75% above	3 rd Lowest

Package-VI

Sr. No.	Name of Contractor	Rates quoted by contractor			Remarks
		Part-A&B	Part-C&D	Part-E	
1	M/s Pak Construction	47% above	20% above	19% above	1 st Lowest
2	M/s K.K Construction.	57.70% above	17% above	16% above	2 nd lowest

Package-VII

Sr. No.	Name of Contractor	Rates quoted by contractor			Remarks
		Part-A & B	Part-C&D	Part-E	
1	M/s Kohisar Enterprises.	Part-A & B 8.77% below	Part-C&D 8.77% below	Part-E 8.77% below	1 st lowest
2	M/s Om Parkash M Kundnani	Part-A & B 39.99% above	Part-C&D 29.99% above	Part-E 25% above	2 nd lowest
3	M/s K.K Construction	Part-A & B 43.80% above	Part-C&D 16% above	Part-E 22% above	3 rd lowest
4	M/s Pak Construction Co.	Part-A & B 47.50% above	Part-C&D 19% above	Part-E 18% above	4 th lowest
5	M/s US Construction Co.	At Par	At Par	At par	Conditional tender, hence rejected

Package-VIII

Sr. No.	Name of Contractor	Rates quoted by contractor			Remarks
		Part-A & B	Part-C&D	Part-E	
1	M/s Hotchand Bhurmal	Part-A & B 40% above	Part-C&D 10% above	Part-E 10% above	1 nd lowest
2	M/s K.K Construction Works.	Part-A & B 45.50% above	Part-C&D 18% above	Part-E 16.50% above	2 nd Lowest
3	M/s Pak Construction Co	Part-A & B 46% above	Part-C&D 18% above	Part-E 20% above	3 rd Lowest
4	M/s. US Construction Co	At Par	At Par	At par	Conditional tender, hence rejected

Package-IX

Sr. No.	Name of Contractor	Rates quoted by contractor			Remarks
		Part-A & B	Part-C&D	Part-E	
1	M/s Imran Khan Pathan	Part-A&B 10.75% below	Part-C&D 10.75% below	Part-E 10.75% below	1 st Lowest
2	M/s Kohisar Enterprises.	Part-A&B 10.10% below	Part-C&D 10.10% below	Part-E 10.10% below	2 nd lowest
3	M/s Karoojhar Builders Civil Electric Works	Part-A&B 10% above	Part-C&D 8% above	Part-E 5% above	3 rd Lowest
4	M/s Hotchand Bhurmal	Part-A&B 20% above	Part-C&D 10% above	Part-E 10% above	
5	M/s GS Construction Co.	Part-A&B 29.91% above	Part-C&D 19.91% above	Part-E 19.91% above	
6	M/s Al Shafqat & Co	Part-A & B 35.50% above	Part-C&D 10% above	Part-E 10% below	
7	M/s K.K Construction Co.	Part-A & B 37.90% above	Part-C&D 17% above	Part-E 18.50% above	
8	M/s Pak Construction Co.	Part-A & B 39% above	Part-C&D 19% above	Part-E 20% above	
9	M/s Ghulam Hussain Memon	Part-A & B 54% above	Part-C&D 42% above	Part-E 19% above	
10	M/s Babar Construction Co.	Part-A & B 70% above	Part-C&D 19.75% above	Part-E 19.75% above	
11	M/s Shaheen Builders	Part-A & B 70% above	Part-C&D 75% above	Part-E 10% above	

12	M/s Relumal & Co	Part-A &B 150% above	Part-C&D 101% above	Part-E 60% above	
13	M/s Panwan Kumar	Part A: 28.89% above B: 26.87% above	Part-C&D 20.88% above	Part-E 20.88% above	The tender received without call deposit, hence not considered

Package-X

Sr. No.	Name of Contractor	Rates quoted by contractor			Remarks
		1	M/s Prizada Riaz Hussain	Part-A &B 55.25% above	
2	M/s Ahmed Hussain Jagirani	Part-A &B 58% above	Part-C&D 21% above	Part-E 21% above	2 nd lowest
3	M/s Mohammad Qasim Qumbrani & Co.	Part-A &B 60% above	Part-C&D 21%above	Part-E 21% above	3 rd Lowest

3. The Superintending Engineer (Provincial Buildings), Works & Services Department, Government of Sindh (being technical member on the Committee) and Assistant Director (Project), Sindh Coal Authority technically evaluated package bids and gave following observations/recommendations:-

Package-I: The bid of successful bidder, M/s. Kohisar Enterprises, who quoted 10.77% below the Schedule Rates, was found seriously unbalanced in relation to cost estimates. As per IB.28(28.4) of the Standard Form of Bidding Document (civil works-large works) of SPPRA (reproduced below), the bidder was asked through letters to furnish / produce Detailed Price Analyses of all the items of BOQs. Despite repeated requests they failed to furnish / produce the same uptill validity of the tender. They were, however, given Final Notice, but of no avail.

IB-28 sub-section 28.4: "If the bid of successful bidder is seriously unbalanced in relation to the procuring agency's estimate of cost of work to be performed under the contract, the procuring agency may require the contractor to produce detailed price analysis for any or all items of BOQ to demonstrate the internal consistency of those prices with the construction methods and the schedule proposed. After evaluation of price analysis, the procuring agency may require that the amount of performance security setforth in clause IB-32 be increased at the expense of successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of successful bidder under the contract".

The technical experts while evaluating the bid observed that quoted rates are not workable. Moreover, the firm did not respond despite their written undertaking for furnishing the requisite information by 7th October 2010. They were, however, given Final Notice to submit Detailed Price Analyses, but they failed, which resulted lapse of considerable period and delayed in execution of work under the

scheme. Therefore, it is recommended that the firm may be penalized by prohibiting them for participation in future tenders by SCA. Finally, resolved rejection of tender and refloating the same.

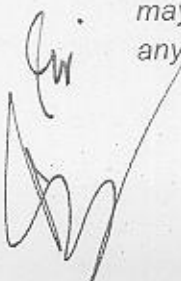
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Package-III: The bid of successful bidder, M/s. Kohisar Enterprises, who quoted 10.77% below the Schedule Rates, was found seriously unbalanced in relation to cost estimates. As per IB.28(28.4) of the Standard Form of Bidding Document (civil works-large works) of SPPRA (reproduced below), the bidder was asked through letters to furnish / produce Detailed Price Analyses of all the items of BOQs. Despite repeated requests they failed to furnish / produce the same uptill validity of the tender. They were, however, given Final Notice, but of no avail.

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The technical experts while evaluating the bid observed that quoted rates are not workable. Moreover, the firm did not respond despite their written undertaking for furnishing the requisite information by 7th October 2010. They were, however, given Final Notice to submit Detailed Price Analyses, but they failed, which resulted lapse of considerable period and delayed in execution of work under the scheme. Therefore, it is recommended that the firm may be penalized by prohibiting them for participation in future tenders by SCA. Finally, resolved rejection of tender and refloating the same.

Package-IV: The bid of successful bidder, M/s. A. Hakeem & Co., who quoted Part-A&B @ 58.70% above, Part-C&D @ 19.90% above and Part-E @ 19% above the Schedule Rates, found lowest. In this package only two firms participated (i) M/s. A. Hakeem & Co. and the other (ii) M/s. Pavan Kumar. However, M/s. Pavan Kumar failed to submit call deposit, hence, he was not considered in the bid process.

The bids were evaluated by Technical Experts and observed that as there is some deficiency in the bidding of Packages (i), (ii), (iii), (vii) and (ix), hence the procuring agency is empowered to reject / accept the tenders. The technical experts further advised that the failure contractor, M/s. Kohisar Enterprises & M/s. Imran Khan Pathan, who quoted below the schedule rates, can drag the matter in the court of law which will create problem in execution of work. Therefore, it is recommended that NIT in toto may be rejected and afresh tenders may be invited.

Package-V: The bid of successful bidder, M/s Pirzada Riaz Hussain, who quoted Part-A&B @ 35% above, Part-C&D @ 20% above and Part-E @ 20% above the Scheduled Rates.

The bids were evaluated by Technical Experts and observed that there is some deficiency in the bidding of Packages (i), (ii), (iii), (vii) and (ix), hence the procuring agency is empowered to reject / accept the tenders. The technical experts further advised that the failure contractor, M/s. Kohisar Enterprises & M/s. Imran Khan Pathan, who quoted below the schedule rates, can drag the matter in the court of law, which will create problem in execution of work. Moreover, there is a conflict of interest under SPPRA Rules, 2010 **Part-I "General Provision 2. Definition (I) Conflict of Interest"**. Therefore, it is recommended that NIT in toto may be rejected and afresh tenders may be invited.

Package-VI: The bid of successful bidder, M/s Pak Construction Company, who quoted Part-A&B @ 47% above, Part-C&D @ 20% above and Part-E @ 19% above the Scheduled Rates, found lowest. In this package only two firms participated, (i) M/s. Pak Construction Company; and the other (ii) M/s. K. K. Construction. However, M/s. K. K. Construction has quoted 57.70% (Part-A&B); 17% (Part-C&D); and 16% (Part-E).

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The technical experts while evaluating the bid observed that quoted rates are not workable. Moreover, the firm did not respond despite their written undertaking for furnishing the requisite information by 7th October 2010. They were, however, given Final Notice to submit Detailed Price Analyses, but they failed, which resulted lapse of considerable period and delayed in execution of work under the scheme. Therefore, it is recommended that the firm may be penalized by prohibiting them for participation in future tenders by SCA. Finally, resolved rejection of tender and refloating the same.

Package-VIII: The bid of successful bidder, M/s. Hotchand Bhuromal, who quoted Part-A&B @ 40% above, Part-C&D @ at 10% above, and Part-E @ 10% above the Scheduled Rates, found lowest. M/s. US Construction Company, however, quoted their rates at par with the condition that the rates quoted in the tender are subject to payment of material and labour in light of prevailing rates i.e. the market rate from time to time.

The bids were evaluated by Technical Experts and observed that as there is some deficiency in the bidding of Packages (i), (ii), (iii), (vii) and (ix), hence the procuring agency is empowered to reject / accept the tenders. The technical experts further advised that the failure contractor, M/s. Kohisar Enterprises & M/s. Imran Khan Pathan, who quoted below the schedule rates, can drag the matter in the court of law which will create problem in execution of work. Therefore, it is recommended that NIT in toto may be rejected and afresh tenders may be invited.

Package-IX: The bid of successful bidder, M/s. Imran Khan Pathan, who quoted 10.75% below the Schedule Rates, was found seriously unbalanced in relation to cost estimates. As per IB.28(28.4) of the Standard Form of Bidding Document (civil works-large works) of SPPRA (reproduced below), the bidder was asked through letters to furnish / produce Detailed Price Analyses of all the items of BOQs. Despite repeated requests they failed to furnish / produce the same uptill validity of the tender. They were, however, given Final Notice, but of no avail.

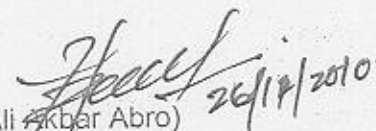
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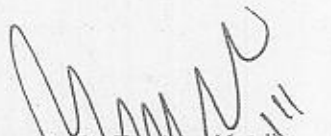
The technical experts while evaluating the bid observed that quoted rates are not workable. Moreover, the firm did not respond despite their written undertaking for furnishing the requisite information by 7th October 2010. They were, however, given Final Notice to submit Detailed Price Analyses, but they failed, which resulted lapse of considerable period and delayed in execution of work under the scheme. Therefore, it is recommended that the firm may be penalized by prohibiting them for participation in future tenders by SCA. Finally, resolved rejection of tender and refloating the same.

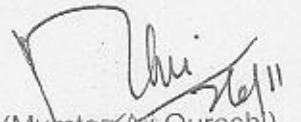
Package-X: The bid of successful bidder, M/s. Pirzada Riaz Hussain, who quoted Part-A&B @ 55.25% above, Part-C&D @ 20% above and Part-E @ 20% above the Scheduled Rates, found lowest.

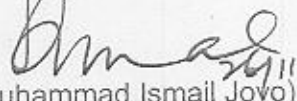
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4. Considering the above-mentioned factual position, it is recommended the NIT in toto may be rejected and tenders afresh may be invited, so as to avoid court litigations, audit objections and completion of the project well in time.

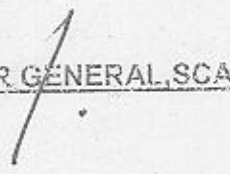

(Ali Akbar Abro)
Assistant Director (Project)
Sindh Coal Authority


(S. S. Farooq Kazi)
Superintending Engineer
(W&S) / Member Technical


(Mumtaz Ali Qureshi)
General Manager (P&A)
Sindh Coal Authority


(Muhammad Ismail Joyo)
Secretary
Sindh Coal Authority

DIRECTOR GENERAL SCA


Para 4/N is recommended
by the Committee is hereby approved
Please arrange for fresh tender quickly

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Qn/P&A


26/4