

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1. NAME OF THE ORGANIZATION / DEPTT: KW&SB
2. PROVINCIAL / LOCAL GOVT. / OTHER: LOCAL GOVT.
3. TITLE OF CONTRACT: Procurement of Liquid Chlorine with Its Transportation on annual Rate Contract Basis for the Financial year 2013-2014
4. TENDER NUMBER: KW&SB/DPR/2013/62
5. BRIEF DESCRIPTION OF CONTRACT: Procurement of Liquid Chlorine with Its Transportation on annual Rate Contract Basis for the financial year 2013-2014
6. FORUM THAT APPROVED THE SCHEME: N.A.
7. TENDER ESTIMATED VALUE: 100 Million
8. ENGINEER'S ESTIMATE: N.A.
(For Civil works only)
9. ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): Twelve (12) Months
10. TENDER OPENED ON (DATE & TIME): 21-06-2013 at 11.30 A.M
11. NUMBER OF TENDER DOCUMENTS SOLD: TWO Nos.(02 Nos.)
(Attach list of buyers)
12. NUMBER OF BIDS RECEIVED: TWO Nos.(02 Nos.)
13. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS TWO Nos.(02 Nos.)
14. BID EVALUATION REPORT: YES
(Enclose a copy)
15. NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: 1. M/s.Sitara Chemicals Ind. Ltd
Faisalabad.
2. M/s.Ittehad Chemicals Ltd.
Lahore.
16. CONTRACT AWARD PRICE: 45.20 per KG (100) Million
17. RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT:
(i.e. 1st, 2nd, 3rd EVALUATION BID) Identical / Same Rate.
18. METHOD OF PROCUREMENT USED:- (Tick one) _____ (Domestic/Local)
a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ ()
b) SINGLE STAGE _ TWO ENVELOPE PROCEDURE _____ ()
c) TWO STAGE BIDDING PROCEDURE: _____ ()
d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____ ()

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

SPPRA INWARD DIARY
NO: 5334
DATED: 24.10.13

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT KwESB Boards

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	<input checked="" type="checkbox"/>	<u>Sl # 16643</u>
No	<input type="checkbox"/>	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	<input checked="" type="checkbox"/>	<u>Quom Akhbar 5.6.2013 Daily Jang 6.6.2013, Dawn 7.6.2013.</u>
No	<input type="checkbox"/>	

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	<input checked="" type="checkbox"/>

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	<input checked="" type="checkbox"/>

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	<input checked="" type="checkbox"/>

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	<input checked="" type="checkbox"/>

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	<input checked="" type="checkbox"/>

Signature & Official Stamp of
Authorized Officer


EXECUTIVE ENGINEER
STORE & PURCHASE DIVISION
K.W.A.S.B.

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

WORK NO. 1

LIQUID CHLORINE WITH ITS TRANSPORTATION TO
KW&SB THROUGH 900 / 1000 KGS. CHLORINE CYLINDERS
ON ANNUAL RATE CONTRACT BASIS FOR THE INFANCIAL
YEAR 2012-13

S.NO. NAME OF FIRMS.

01 ITTEHAD CHEMICALS LIMITED.

02 SITARA CHEMICAL INDUSTRIES LTD.

KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IP&D)

BID EVALUATION REPORT

1	Name of Procuring Agency :	KARACHI WATER & SEWERAGE BOARD
2	Tender Reference No:	KWSB/DPR/2013/62 published in daily "Quomi Akhbar" dt: 05-06-2013 daily "JANG" dt:06-06-2013 daily "DAWN" dt: 07-06-2013 SPPRA Serial No. _____ LD No. _____ /2013
3	Tender Description/Name of Work/Item:	LIQUID CHLORINE WITH ITS TRANSPORTATION TO KW&SB THROUGH 900 / 1000 KGS CHLORINE CYLINDERS ON ANNUAL RATE CONTRACT BASIS FOR THE FINANCIAL YEAR 2013-2014.
4	Method of Procurement:	<u>Single Stage (One Envelop)</u>
5	Tender Published:	<u>Through Press / Web Site</u>
6	Total Bid Documents Sold:	<u>02 Nos</u>
7	Total Bid Received:	<u>02 Nos</u>
8	Technical Bid Opening Date (if applicable):	<u>N/A</u>
9	No. of Bid Technically Qualified (if applicable)	<u>N/A</u>
10	Bid (s) Rejected:	<u>NIL</u>
11	Financial Bid Opening Date:	<u>21-06-2013</u>

12 BID EVALUATION REPORT

S #	Name of Firm / Bidder	COST OFFERED BY THE BIDDER	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE/ REJECTION	REMARKS
1	M/s.Ittehad Chemicals Ltd.	Rs.45.20 Per Kg	1 st Lowest	@3.527%Above	Substantially Responsive	P.O # 2891017 Askari Bank Cloth Market Branch Karachi Rs.11,94,000/- Recommended for Sanction
2	M/s.Sitara Chemical Industries Ltd	Rs.45.20 Per Kg	1 st Lowest	@3.527%Above	Substantially Responsive	P.O # 0017888 Meezan Bank Ltd. Gul Tower I.I. Chundrigar Road, Branch Karachi Rs.11,93,280/- Recommended for Sanction

The all concerned bidder are being informed accordingly.

M/s. Ittehad Chemicals Ltd. And M/s.Sitara Chemical Industries Ltd. declared as the lowest responsive bidders by the Committee and recommended for sanction from Competent Authority.

(Muhammad Riaz)
Accounts Officer (E&M-W)
Member / Secretary

(Saif-ul-Haque)
Additional Director Internal
Audit - KMC Member

(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member

(S. Zaheer Abbas Zaidi)
Chief Engineer (E&M-W)
Member

(Abdul Rahim Khattak)
Chief Engineer (IPD)
Convener

KARACHI WATER AND SEWERAGE BOARD
PURCHASE SECTION, STORE AND PURCHASE
DIVISION, CENTRAL WORKSHOP, 9TH MILE
MAIN SHAHRAE FAISAL, KARACHI

Rs. 1500/-

No. KWSB/PS/RC-CHL/2013-2014

Dated:

M/s. Ittehad Chemicals Ltd.
P.O. No. 327 6633, DT: 13-06-2013
Issued as on 17-06-2013.

(Signature)
TENDER CLERK
Finance Department
K. W. & S.B.

SUB: Procurement of Liquid Chlorine with its Transportation to KW&SB on Annual Rate contract basis for the financial year 2013-14 under SPPRA-2010.

Dear Sir,

The KW&SB invites you to submit your sealed tenders for entering into a rate Contract for supply of Liquid Chlorine with its transportation for a period of one year commencing from 1st July 2013 to 30th June 2014 on the following terms and conditions:-

ITEM NO.	DESCRIPTION OF STORES REQUIRED	QTY.(APPROX)	EX-FACTORY RATE PER KG.
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I) Liquid Chlorine an-hydrous Guaranteed 99-100% Chemically Pure in 900-1000 Kg capacity Chlorine Cylinders:

B) For supply at COD i/c City Chlorination, K-II, NEK (Old) Pipri i/c Inter Connection Gharo and K-III (100 MGD).

22.44 Lacs Kg

Rs = 45.200/Kg.

(Including Taxes)
(Rupees Forty Five and Twenty Paise only)

B) Hub Water Treatment Plant.

03.96 Lacs Kg

Rs = 45.200/Kg.

(Including Taxes)

26.40 Lacs Kg

(Rupees Forty Five and Twenty Paise only)

II) Sales Tax and /or any other Tax payable to the Government.

Rs _____

(For price break-up, please see the attached letter).

III) Transportation Charges of Liquid Chlorine through Chlorine Cylinders of 900/1000 Kg capacity from the factories to the various sites of KW&SB and back to factories.

a) Rs. _____

for filled 900/1000 Kg Capacity Cylinders.

c) Rs. _____

for Empty Cylinders.

TOTAL EX-FACTORY
(DELIVERED) RATES:
(In words Rupees _____)

Rs. _____

TERMS & CONDITIONS:

1. SITES FOR DELIVERY:

a) Supply of Liquid Chlorine at COD i/c City Chlorination, K-II, NEK (Old), Pipri i/c Inter Connection Gharo and K-III (100 MGD).

22.44 Lacs Kg

b) For Hub Water Treatment Plant.

03.96 Lacs Kg

TOTAL: 26.40 Lacs Kg

The quantities shown above, are approximate and may vary according to the need and requirements of KW&SB. The KW&SB, however, does not give a Guarantee to ensure the above mentioned entire quantity. The rights to draw the additional quantities on a proper notice, are reserves with the KW&SB.

NOTE SHEET

(-6-)

Paras

Reference

SUB: LIQUID CHLORINE WITH ITS TRANSPORTATION TO KW&SB THROUGH 900/1000 KGS CHLORINE CYLINDERS ON ANNUAL RATE CONTRACT BASIS FOR THE FINANCIAL YEAR 2013-2014

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EVALUATION REPORT

1. ENGINEER'S ESTIMATE

The Executive Engineer, Store and Purchase Division, KW&SB prepared an estimate amounting to Rs.115,262,400/- on the basis of previous i.e 2012-2013 rates which were recommended by the then committee, Store and Purchase Division has collected and gather the requirement of liquid chlorine from filter plants and tender were prepared for only annual rates basis which were obtained from bidder, the indented for procurement of 26.40 Lac Kg. Liquid Chlorine including transportation on annual rate contract basis to be used at all filter plants including Hub Treatment Plant of KW&SB during financial year 2013-2014. The details are as under:

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Liquid Chlorine Requirement of WTPs for the Financial Year 2013-2014

- | | |
|---|--|
| 1. COD Hills Filter Plant i/c City Chlorination Point | 6.02 Lacs Kg. |
| 2. K-II Filter Plant i/c Chlorination Point | 3.96 Lacs Kg. |
| 3. NEK (Old) Filter Plant i/c K-III | 6.06 Lacs Kg. |
| 4. Pipri Filter Plant | 5.24 Lacs Kg. |
| 5. Gharo Filter Plant | 1.16 Lacs Kg. |
| 6. Hub Filter Plant | 3.96 Lacs Kg. |
| Total quantity required: | <u>26.40 Lacs Kg= 2,640,000 kg</u>
(2640 Metric Ton) |

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2. BIDDING DOCUMENT

The bidding documents were prepared by concerned Executive Engineer. The bidding documents are based on the requirement of division for the year 2013-2014. They have not followed the bidding document of SPPRA for procurement of Goods.

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3. BIDDING PROCEDURE

The invitation of tenders and availability of tender documents were notified through press vide KWSB/DPR/2013/62 published in daily "Quon-i Akhbar" dt: 05-06-2013 daily "JANG" dt:06-06-2013 daily "DAWN" dt: 07-06-2013 and SPPRA Website vide serial No. _____ LD No. _____/2013 which were opened on 21-06-2013 but they didn't follow the guidelines for National Competitive bidding or International competitive bidding.

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4. RECEIPT OF BIDS

Two bids were received on 21-06-2013 at 11:00 a.m and opened on same date at 11:30 a.m by Procurement Committee-I and announced the bids in presence of representatives of bidders. The following bids were received and positions are as under:

Sr. No	Name of Firms	Quoted Rate	Corrected Price	Rank	Remarks
1	M/s.Ittehad Chemicals Ltd.	Rs.45.20 Per Kg	Rs.45.20/- Per Kg	} Identical Rates	Both Bids are Responsive
2	M/s.Sitara Chemical Industries Ltd	Rs.45.20 Per Kg	Rs.45.20/- Per Kg		

Note: The correction is made in the tender of M/s.Sitara Chemical Industries Ltd. duly signed and stamp of Contractor. The rates also verified from justification of rate letter as attached with the tender documents.

NOTE SHEET

(-7-)

Paras

Reference

SUB: LIQUID CHLORINE WITH ITS TRANSPORTATION TO KW&SB THROUGH 900/1000 KGS CHLORINE CYLINDERS ON ANNUAL RATE CONTRACT BASIS FOR THE FINANCIAL YEAR 2013-2014

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5. PROCUREMENT COMMITTEE-I

The Procurement Committee as per Rule-7 of SPPRA-2010 has been re-constituted by the Competent Authority as per SPPRA's advised comprising on the following officer for opening of bids and all bids shall be evaluated in accordance with the Evaluation Criteria and other terms and condition set forth in the bidding documents under rule 42(i) of SPPR 2010 vide No.KWSB/CE(IPD)/2013/236 dated:15-03-2013:

1	Chief Engineer (IPD), KW&SB	Convener
2	Chief Engineer (E&M-W), KW&SB	Member
3	Additional Director Internal Audit KMC	Member
4	Superintending Engineer (KMC)	Member
5	Accounts Officer (E&M-W), KW&SB	Member/Secy.

The meeting of the Procurement Committee-I was held on 24-06-2013 at 3.00 p.m in the office of C.E (IPD), KW&SB vide meeting notice No.A.O/C.E (E&M)/KW&SB/2013/ dated: 21-06-2013.

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6. COMPARISION OF RATES

Comparison of rates provided by Executive Engineer (Store & Purchase) Division with effect from 2007-2008 to 2012 to 2013 which is reproduced as under:

Year	M/s Ittehad Chemicals Ltd	M/s. Sitara Chemical Industries Ltd.		
2007-2008	Rs.22.17 Per Kg Rs.22.51 Per Kg	Rs.22.17 Per Kg Rs.22.51 Per Kg	For all Filter Plant For Hub Filter Plant	-
2008-2009	Rs.31.50 Per Kg Rs.31.85 Per Kg	Rs.31.50 Per Kg Rs.31.85 Per Kg	For all Filter Plant For Hub Filter Plant	42.083% Above 41.492% Above
2009-2010	Rs.31.50 Per Kg Rs.31.85 Per Kg	Rs.31.50 Per Kg Rs.31.85 Per Kg	For all Filter Plant For Hub Filter Plant	Same price as on 2008-2009
2010-2011	Rs.35.42 Per Kg Rs.35.77 Per Kg	Rs.35.42 Per Kg Rs.35.77 Per Kg	For all Filter Plant For Hub Filter Plant	12.444% Above 12.307% Above
2011-2012	Rs.35.42 Per Kg Rs.35.77 Per Kg	Rs.35.42 Per Kg Rs.35.77 Per Kg	For all Filter Plant For Hub Filter Plant	Same price as on 2010-2011
2012-2013	Rs.43.66 Per Kg Rs.43.66 Per Kg	Rs.43.66 Per Kg Rs.43.66 Per Kg	For all Filter Plant For Hub Filter Plant	23.263% Above 22.057% Above
2013-2014	Rs.45.20 Per Kg Rs.45.20 Per Kg	Rs.45.20 Per Kg Rs.45.20 Per Kg	For all Filter Plant For Hub Filter Plant	3.527% Above 3.527% Above

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7. FINANCIAL IMPLICATION

Total supply is 26,40,000 Kg @ Rs.45.20/- Per Kg quoted by the both the firms total cost comes to Rs.119,328,000/-.

The Budget Book for the year 2013-2014 is not distributed, the APO informed that Rs.100.00 million has been provided during 2013-2014 under H/A No.6023-05.

NOTE SHEET

(8 -)

Paras


Reference

SUB: LIQUID CHLORINE WITH ITS TRANSPORTATION TO KW&SB THROUGH 900/1000 KGS CHLORINE CYLINDERS ON ANNUAL RATE CONTRACT BASIS FOR THE FINANCIAL YEAR 2013-2014

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8. Recommendations of the Committee:


Two responsive bidders i.e M/s.Ittehad Chemicals Ltd. and M/s. Sitara Chemical Industries Ltd. have participated in the bid. The rates quoted by both bidders are the same i.e Rs.45.20 Per Kg (Identical Rates). Both the bidders i.e M/s.Ittehad Chemicals Ltd. and M/s.Sitara Chemical Industries Ltd. have given justification with bids for quoted rates. In the meeting of Procurement Committee held on 24-06-2013 at 3.00 p.m the matter was discussed in detail and decided with consensus by the committee that the rates of M/s.Ittehad Chemicals Ltd. and M/s.Sitara Chemical Industries Ltd. has quoted rate 3.527% above from last year's rate i.e. 43.66 Per Kg but the rate is reasonable in the light of prices increase of Sales Tax, POL and electricity charges both are supplying chlorine from Lahore & Faisalabad. The Procurement Committee are hereby recommended for acceptance of rates quoted by the both firms i.e M/s.Ittehad Chemicals Ltd. and M/s.Sitara Chemical Industries Ltd. (Identical Rates) i.e Rs.45.20 Per Kg and suggested to distribute equal supply to both the firms as usual, the total cost of supply is Rs.119,328,000/- per year but APO informed that funds allowed in Budget 2013-14 is Rs.100,000,000/- hence the amount may be restricted upto the extent of budget provision.


(Muhammad Riaz)
Accounts Officer (E&M-W)
Member / Secretary


(Saif-ul-Haque)
Additional Director
Internal Audit - KMC
Member


(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member


(S. Zaheer Abbas Zaidi)
Chief Engineer (E&M-W)
Member


(Abdul Rahim Khattai)
Chief Engineer (IPD)
Convener

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The C.E (E&M-W), KW&SB

AO (F)

CE (E&M) W

KARACHI WATER & SEWERAGE BOARD
FINANCIAL CONCURRENCE ***** L I F

DIARY NO : 0011

DIARY DATE (IN) 12/09/2013

RUN/OUT DATE : 12/09/2013

NAME OF DEPARTMENT
NAME OF DIVISION

ELECTRICAL & MECHANICAL DEPTT
DY.CHIEF ENGINEER (E&M)

NATURE OF EXPENDITURE : REPAIR & MAINTENANCE

ADMINISTRATIVE PERMISSION OF M.D DATE/NO : 12 09 2013/00000*

HEAD OF ACCOUNT	TOTAL BUDGET ALLOCATION	AMOUNT CONCURRED	NO.OF FILES CONCURRED IN THIS HEAD TO DATE
602305	10,00,00,000	5,00,00,000	1 *

DETAILS OF WORKS : ANNUAL RATE CONTRACT OF LIQUID CHLORINE FOR THE YEAR 2013-2014.

REMARKS :


DIRECTOR (ACCOUNTS) KWSB

EXP-7 ✓

KARACHI WATER & SEWERAGE BOARD
FINANCIAL CONCURRENCE ***** L I P

DIARY NO : 011A

DIARY DATE (IN) 12/09/2013

RUN/OUT DATE : 12/09/2013

NAME OF DEPARTMENT ELECTRICAL & MECHANICAL DEPTT
NAME OF DIVISION DY.CHIEF ENGINEER (E&M)

NATURE OF EXPENDITURE : REPAIR & MAINTENANCE

ADMINISTRATIVE PERMISSION OF M.D DATE/NO : 12 09 2013/00000*

HEAD OF ACCOUNT	TOTAL BUDGET ALLOCATION	AMOUNT CONCURRED	NO.OF FILES CONCURRED IN THIS HEAD TO DATE	
602305	10,00,00,000	5,00,00,000	2	*

DETAILS OF WORKS : ANNUAL RATE CONTRACT OF LIQUID CHLORINE FOR THE YEAR 2013-2014.

REMARKS :


DIRECTOR (ACCOUNTS) KWSB

NOTE SHEET
(Finance Department)
(14)

Reference

Paras

SUB: PROCUREMENT OF LIQUID CHLORINE WITH ITS TRANSPORTATION TO KW&SB THROUGH 900/1000 KGS CHLORINE CYLINDERS ON ANNUAL RATE CONTRACT BASIS FOR THE FINANCIAL YEAR 2013-2014 UNDER SPPRA 2010. AMOUNTING TO RS.119,328,000/-

The tenders have been examined and comments are as under:

The tender for Procurement of Liquid Chlorine on Annual Rate Contract basis for the year 2013-2014 were invited through Press and published in daily "Quond Akhbr Dt.05.06.2013, Daily Jang Dt.06.06.2013 and Daily Jang Dated:07.06.2013 and Web Site under S.P.P.Rule-2010 Serial #16634 with the approval of M.D,KW&SB at Para 28/N Dated:06-05-2013.

After publication of N.L.T through Press publication and relevant Web sites, Two firms participated in competition and tenders were opened on 21.06.2013 and quoted identical rates are as under

1. M/S ITAHAD CHEMICAL (LAHORE)

For Supply at all Filter Plants Rs.45.20 Per K.G
and also for Supply at Hub Water Treatment
Plants

2. M/S SITARA CHEMICAL (FAISAL ABALD)

For Supply at all Filter Plants Rs.45.20 Per K.G
and also For Supply at Hub Water Treatment
Plants

In order to evaluate the bids, an Evaluation Committee has been constituted and Comprising the following officers:

- | | |
|--|----------|
| 1. The C.E (I.P&D) , KW&SB. | Convener |
| 2. The C.E (E&M-W) , KW&SB. | Member |
| 3. The Additional Director Internal Audit, KMC | Member |
| 4. The Superintending Engineer, (KMC) | Member |
| 5. The Accounts Officer (E&M-W) KW&SB. | Member |

The Evaluation Committee has recommended and accept at Para- 49/n, the tendered rates of M/S Itehad Chemical and M/S Sitara Chemicals i:e Rs.45.20 per K.G for all Filter Plants and also for Hub Water Treatment Plant identical rates with transportation.

The financial impact of these rates are given as under as mention at Para- 57/N.

1. M/S ITEHAD CHEMICAL (LAHORE)

For Supply at all Filter Plants 22.44 Lac K.G x @ Rs.45.20 Per K.G =
Rs.101,428,800/-

For Supply at Hub Water Treatment
Plants 3.96 Lac K.G x @ Rs.45.20 Per K.G =
Rs. 17,899,200/

Rs. 119,328,000/-

NOTE SHEET
(Finance Department)
(15)

Paras

Reference

2. M/S SITARA CHEMICAL (FAISAL ABALD)

For Supply at all Filter Plants 22.44 Lac K.G x @ Rs.45.20 Per K.G =
Rs.101,428,800/-

For Supply at Hub Water Treatment
Plants 3.96 Lac K.G x @ Rs.45.20 Per K.G =
Rs. 17,899,200/-

Rs. 119,328,000/-

Total supply is 26,40,000 K.G @ Rs.45.20 per Kg quoted by both the firms total cost comes to Rs.119,328,000/-, and in the light of Committee's recommendation, distribute equal supply to both firms within proposed budget.

1.M/S ITAHAD CHEMICAL (LAHORE)	Rs. 59,664,000/-
2.M/S SITARA CHEMICAL (FAISAL ABALD)	Rs. 59,664,000/-
	<u>Rs.119,328,000/-</u>

It is also mention here that since it is a Procurement and under the competency of KW&SB Board, therefore approval of Board may also be obtain.

Observations:

The LD of the above noted work has not yet been released by SPPRA. C.E (E&M) may be requested to approach to SPPRA for releasing of I.D,

The Budget 6023-05 for the year 2013-2014 is not in operation due to approval of the competent authority. It is therefore, concurrence slip shall be issued as and when the Budget is approved.

Keeping in view the exigency of work the proposal is concurred in for restricted amount in the light of Para 49/N, as proposed in budget for the year 2013-2013 Rs. 10,00,00,000/- and above observations may be complied with before submission of bills for payments.

Therefore the proposal is concurred in for Rs.10,00,00,000/-.



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Director Accounts

Dy. Managing Director (F)

Dy. Managing Director (T.S)

C.E (E&M) (B.W)

COB (ESD)

[Signature]
20/10/07
L.A.O-II

[Signature]
30/7/13

[Signature]
30/7/13

[Signature]
D.M.D (S)

[Signature]
COB (ESD)

Date: 03.09.13
Serial No: 677/N

16

DMD (S&P) KW&SB
Date: 12/7/13
Date: 1/8/13

Sub: PROCUREMENT OF 26,40,000 KG LIQUID CHLORINE WITH ITS TRANSPORTATION FOR PROVIDING OF CHLORINATED BACTERIA FREE POTABLE WATER TO THE CITIZENS OF KARACHI ON ANNUAL RATE CONTRACT BASIS FOR THE FINANCIAL YEAR 2013-2014 TO KW&SB UNDER SPRA-2010

As per observation of the Finance Department, KW&SB vide Para-89/N anticipatory approval / sanction of may kindly be accorded by the Hon'able Chairman, KW&SB through worthy M.D. KW&SB of above noted Procurement of 2 Nos. responsive bidders (1) M/s.Sitara Chemical Ind. Ltd. (2) M/s.Ittehad Chemicals as recommended by Procuring committee-I vide Para-49(8)/N, the case is concurred-in by IAO-II, Finance Department, KW&SB vide-82 to 93/N please.

03.05.09.13
11/8/13
55/N
158

Dy.Dir/DDO(Admn)
Store & Purchase Divn.
KW&SB

Dy Dir/DDO(Admn) Dated 1.8.2013

E.E. Sep Div U.S. No. 497
dt- 1.8.2013.

98

E.E.S&P/Divn

11/8/13 Forwarded with recommendation from Contract disposal.

99

S.E (COD)

Dy Dir/DDO(Admn)
as per para 98/N

11/8/13
Dy Dir/DDO(Admn)

11/8/13
Dy Dir/DDO(Admn)

100

Submitted for obtaining approval of Hon'ble Chairman, KW&SB through M.D., KW&SB as requested by DDO(Admn), S&P Division vide para 97/N and recommended / forwarded by E.E. and S.E. vide para 98/N and 99/N, please.

4193
10/9/13

D.M.D. (T/S)

C.E. (E&M)-W

Anticipatory approval / sanction of work may kindly be accorded by the Hon'ble chairman, KW&SB through worthy M.D. KW&SB, as requested vide para 97/N, 98/N, duly recommended by CE (E&M) W, vide para 100/N, please as the proposal is concurred-in by IAO-II, vide para 82 to 93/N, M.D. KW&SB.

1338/1
9-9-13

Anticipatory Approval may be accorded as recommended by DMD(T/S) and CE (E/M-W) in foregoing Paras, as it is most important operation for disinfection of potable water.

Chairman KW&SB.

13/8/13
13/8/13

Chairman Office
Date: 12/8/2013

Dy Dir/DDO(Admn)

Approved as per
12/8/2013
AS Allowed
12/8/2013
DMD (T/S)
CE (E&M) W
106

M.D. KW&SB
Date: 12/8/13
Date: 12/8/13

SUBJECT: EXTENSION OF THE BID VALIDITY FOR PROCUREMENT OF LIQUID CHLORINE ON ANNUAL RATE CONTRACT BASIS FOR THE FININCIAL YEAR 2013-2014 UNDER SPPRA-2010 OPENED ON 25-06-2013.

108 / The case for procurement of liquid Chlorine on annual rate contract basis of KW&SB for the financial year 2013-2014 has submitted to Chairman through M.D.KW&SB for approval, after the recommendation of Procurement Committee-I KW&SB, which received after financial concurrence of amount dated 12-09-2013 where as the bid validity of the participated of the firm which will be expired on 18-09-2013.

109 / The competent authority has requested to kindly take more time to finalize the case for depositing the Performance Security / placing of the Rate Contract and execute the proper agreement.

110 / In view of the above, M.D.KW&SB may kindly be requested to extend the bid validity for 30 days more from the date of expiry of original period of Bid validity i.e.18-09-2013 as per SPPRA-2010.

111 / R.R. (S.P.D) [Signature]

[Signature]
13.9.13
Dy.Dir./DDO (Admn.)
Store & Purchase Divn.
K.W. & S.B.

112 / S.E. (COO) For approval of Para 3/N from
M.D. KW & SB, please.

[Signature]
S.E. (COO)

DDO (COO) W
CE (EXM) W

13/3
18.9.13
173

The case is submitted for obtaining approval of M.D., KW&SB for extension in bid validity for 30 days more as requested Dy.Dir./ DDO(Admn)/EE vide para 1-4/N and recommended by S.E. vide para 5/N, please.

114
11/32
18-9-13

D.M.D.(T/S)

For approval as recommended
by CE (E&M) W, vide para 6/N, please
For extension of one month only.

C.E.(E&M)-W

115 / M.D. KW & SB

As proposed [Signature]
18/9

DA/DCO(T/S) 18/9/13

116
M.D. KW&SB
DIARY NO. 133
DATE 18/9/13

DMD(T/S)

117 / CE (E&M) W

[Signature]
18/9
M. Naph
DMD COO - 18/9/13

118 / E/E. (SOPD)
Dy. Dir. (Purchase)

[Signature]



KARACHI WATER AND SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER
Store & Purchase Division, Central Workshop,
Main Shara-e-Faisal 9th Mile Karsaz Karachi.

No.KW&SB/PS/RC-CHL/13-14/474

Dated: 01.07.2013

M/s .ITTEHAD CHEMICALS LTD.
House # 43-H/2 43rd Street Block-6
P.E.C.H.S.
KARACHI.
FAX # 021-34527321

Sub: EVALUATION REPORT FOR PROCUREMENT OF LIQUID CHLORINE WITH ITS TRANSPORTATION FOR PROVIDING OF CHLORINATED BACTERIA FREE POTABLE WATER TO THE CITIZENS OF KARACHI ON ANNUAL RATE CONTRACT BASIS FOR THE FINANCIAL YEAR 2013-2014 TO KW&SB UNDER SPPRA-2010

Dear Sir,

With reference to your tender submitted on 21-06-2013, It is intimated that the Evaluation Committee has evaluated the Price for supply at all Filter Plants and Hub water Treatment Plant of Rs.45.20 per Kg for the financial year 2013-2014.

The above delivered rates is l/c cost of Product, Transportation for filled and emptied Chlorine Cylinders, including Sales Tax etc. etc.

This is for your information and necessary action.

Executive Engineer (Mech)
Store & Purchase Divis
K.W.&SB

Copy for information to:

1. The M.D.,KW&SB
2. The D.M.D.(T/S),KW&SB for information please.
3. The C.E.(IP&D)KW&SB / Convener of the Procurement Committee-I
4. The C.E.(E&M)KW&SB / Member
5. The DCE(E&M)KW&SB for information please.
6. The Chief Chemist, COD,KW&SB for information please.
7. The S.E.(COD),KW&SB
8. The Accounts Officer (E&M) KW&SB / Member / Secretary
9. The Dy. Dir / DDO(Admn),S&P Divn.KW&SB
10. Master File.

Executive Engineer (Mech)
Store & Purchase Divis
K.W.&SB

o/c
Azeem
03/7/13
NAZIM



KARACHI WATER AND SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER
Store & Purchase Division, Central Workshop,
Main Shara-e-Faisal 9th Mile Karsaz Karachi.

No.KW&SB/PS/RC-CHL/13-14/475

Dated: 01-07-2013

M/s. SITARA Chemical Industries Ltd.
601-602, Business Centre,
Mumtaz Hssan Road,
KARACHI
Fax No. 021-32415452

Sub: EVALUATION REPORT FOR PROCUREMENT OF LIQUID CHLORINE WITH ITS TRANSPORTATION FOR PROVIDING OF CHLORINATED BACTERIA FREE POTABLE WATER TO THE CITIZENS OF KARACHI ON ANNUAL RATE CONTRACT BASIS FOR THE FINANCIAL YEAR 2013-2014 TO KW&SB UNDER SPPRA-2010

Dear Sir,

With reference to your tender submitted on 21-06-2013, It is intimated that the Evaluation Committee has evaluated the Price for supply at all Filter Plants and Hub water Treatment Plant of Rs.45.20 per Kg for the financial year 2013-2014.

The above delivered rates is i/c cost of Product, Transportation for filled and emptied Chlorine Cylinders, including Sales Tax etc. etc.

This is for your information and necessary action.

Adnan SMO Sitara Chemical

R. Qadeer
Executive Engineer (Mech)
Store & Purchase Divis
K.W.&SB

o/c

Copy for information to:

1. The M.D.,KW&SB
2. The D.M.D.(T/S),KW&SB for information please.
3. The C.E.(IP&D)KW&SB / Convener of the Procurement Committee-I
4. The C.E.(E&M)KW&SB / Member
5. The DCE(E&M)KW&SB for information please.
6. The Chief Chemist, COD,KW&SB for information please.
7. The S.E.(COD),KW&SB
8. The Accounts Officer (E&M) KW&SB / Member / Secretary
9. The Dy. Dir / DDO(Admn),S&P Divn.KW&SB
10. Master File.

R. Qadeer
Executive Engineer (Mech)
Store & Purchase Divis
K.W.&SB



OFFICE OF THE EXECUTIVE ENGINEER
STORE & PURCHASE DIVISION KW&SB
SHARA E FAISAL 9TH MILE KARSAN KARACHI

NO. KW&SB/PS/RC-POL/2013-14/541

dated: 18.09.2013

M/s. Ittehad Chemicals Ltd.
House No.43-H/2, 43 Street Block-6
P.E.C.H.S.
Karachi
Fax No.021-34527321

M/s. SITARA Chemicals Ltd.
601-602, Business Centre,
Mumtaz Hssan Road,
Karachi
Fax No. 021-2782520
021-32415452

SUBJECT: - EXTNSION OF THE BID-VALIDITY FOR PROCUREMENT OF LIQUID CHLORINE FOR KW&SB ON ANNUAL RATE CONTRACT BASIS FOR THE FINANCIAL YEAR 2013-14 UNDER SPPRA-2010.

With reference to your tender for procurement of LIQUID CHLORINE opened on 21-08-2013 for the financial year 2013-14 but could not finalized and it will take more time for depositing of performance security placing of rate contract and execute the proper agreement.

The M.D.KW&SB has approved the extension of bid validity for 30 days.


In the light of above position you are requested to kindly extend the validity 30 days more from the expiry of the validity period i.e.18-09-2013.


EXECUTIVE ENGINEER
STORE & PURCHASE DIVISION
K.W. & S.B.

Copy to:-

1. The C.E. (E&M), KW&SB.
2. The D.C.E. (E&M), KW&SB.
3. The S.E. (COD), Circle, KW&SB.
4. Office copy.




18/9/2013



ITTEHAD CHEMICALS LIMITED

September 18, 2013

EXECUTIVE ENGINEER

Store & Purchase Division
Karachi Water & Sewerage Board,
Shahrah-e-Faisal, 9th Mile,
Karsaz, Karachi

SUBJECT: EXTENSION OF THE BID-VALIDITY FOR PROCUREMENT OF LIQUID CHLORINE FOR KW&SB ON ANNUAL RATE CONTRACT BASIS FOR THE FINANCIAL YEAR 2013-14 UNDER SPRA-2013

Dear Sir,

This has reference to your letter No. KW&SB/PS/RC-POL/2013-14/541 dated September 18, 2013 regarding above subject

As requested by you, we are pleased to extend the validity of the price quoted in tender for the procurement of LIQUID CHLORINE opened on June 21, 2013 for the financial year 2013-14 for 30 more days i.e., from September 18, 2013 to October 18, 2013.

We hope that matter would be finalized before expiry of new extended date.

Thanking you,
Sincerely,

USAIID AHMED KHATTARI
Regional Sales Manager – South

dy. dir. (Purchase)
R. Saleem
19/9/13

Copy to:-

- 1- The C.E. (E&M), KW&SB
- 2- The D.C.E. (E&M), KW&SB
- 3- The S.E. (COD), Circle, KW&SB
- Office Copy



ITTEHAD www.ittehadchemicals.com



CERTIFICATE # 9011804

Registered/Head Office: 39, Empress Road, Lahore, Pakistan. Tel: +92 42 3630 6586-88 Fax: +92 42 3636 5697
Karachi Office: Town House No. 43-H/II, Street 43, Block 6, P.E.C.H.S., Karachi, Pakistan. Tel: +92 21 3452 7314-15 Fax: +92 21 3452 7321
Factory: G.T. Road, Kala Shah Kaku, District Sheikhupura, Pakistan. Tel: +92 42 3795 0222-25 Fax: +92 42 3795 0206

SCIL/MKTG/KHI/KWSB/2013-14

September 18, 2013

The Executive Engineer
Store & Purchase Division
M/s Karachi Water & Sewerage Board
Central Workshop
9th Mile, Shakra-e-Faisal
Karachi

**Subject: Supply of Liquid Chlorine with its Transportation to
KW&SB on Annual Rate Contract Basis for the Financial Year 2013-14**

Dear Sir,

With reference to your letter # KW&SB/PS/RC/2013-14/541 dated 18/09/2013 regarding extension of validity of offer. We are pleased to extend the validity of our offer as cited above for additional 30 days i.e. 120 days from the date of tender opening (21/6/2013).

We look forward that in due course of time the formalities to award contract could be finalized as early as possible.

Thank you.

Yours truly,



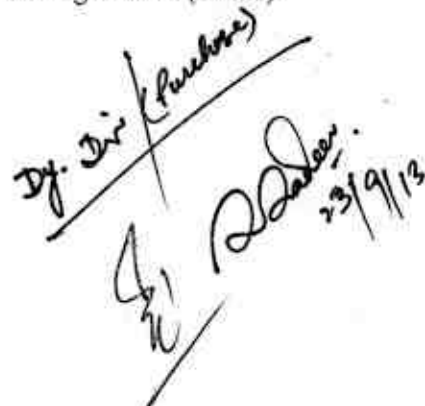
Syed Gohar Ali
Manager Marketing (South)



Adnan Islam
Sr. Marketing Officer (South)

Copies to:

1. The Chief Engineer (E&M), KW&SB
2. The Dy. Chief Engineer (E&M), KW&SB
3. The S.E. (COD Circle), KW&SB
4. DGMM/SMM, SCIL, Fsd.
5. AM (Finance), SCIL, Fsd.


Dy. Dir. (Purchase)
23/9/13



KARACHI WATER AND SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER
Store & Purchase Division, Central workshop,
Main Shara-e-Faisal 9th Mile Karsaz Karachi.

No.KW&SB/PS/RC-CHL/13-14/ 555

Dated: 04-10-2013

M/s. ITTEHAD CHEMICALS LTD.
House # 43-H/II, Street 43, Block-6
P.E.C.H.S.
KARACHI.

Sub: Procurement of Liquid Chlorine with its transportation for providing of chlorinated bacteria free potable water to the Citizens of Karachi on annual Rate contract basis for the financial year 2013-2014 to KW&SB under SPPRA-2010

Ref: Your Tender No. KW&SB/TENDER/2013-14 dated 18-06-2013 and Opened on 21-06-2013.

Dear Sirs,

With reference to the above tender the KW&SB has accepted your tendered rates offered by you for the subject purpose on the following terms and conditions:-

ITEM No.	DESCRIPTION OF STORES	REQUIRED QTY (Approximate)	RATES PER Kg (Delivered)
1.	Liquid Chlorine an-hydrous guaranteed 99-100% chemically pure in 900-1000 Kg capacity Chlorine Cylinders:- (A) For supply at COD i/c city chlorination K-II, NEK-I (Old), NEK-II (New), Pipri i/c Inter connection Gharo and K-III (100 MGD) & Hub Water Treatment Plant.	13.20 Lacs Kg	Rs.45.20 Per Kg

The above delivered rates are inclusive of cost of Product, Transportation for filled and empty Chlorine Cylinders and Sales Tax etc.

Due to identical rates the indented quantity is distributed equally. But, the procurement is allowed not exceeding to Rs.5,00,00,000/- as per available budget grant No.6023-05 and concurred amount.

TERMS & CONDITIONS:

- Sites for Delivery**
(a) Supply of Liquid Chlorine at COD i/c City Chlorination, K-II, NEK-I (Old), NEK-II (New), Pipri i/c Inter Connection Gharo and K-III (100 MGD) & Hub Water Treatment Plant. =13.20 Lacs Kg

2. QUANTITY

The quantities shown above are approximate and may vary according to the need and requirements of KW&SB. The KW&SB, however, does not give a guarantee to ensure the above mentioned entire quantity. The rights to draw the additional quantities on a proper notice are reserves with the KW&SB. The exact quantity required would be intimated to you from time to time by the Consignees. According to the actual requirement of KW&SB but not exceeding the concurred amount.

3. PERIOD OF RATE CONTRACT:

The Period of Rate Contract will be for the whole current financial year 2013-2014 w.e.f. 01-07-2013 to 30-06-2014.

4. TERMS OF DELIVERY:

Free delivery at Consignee's sites.

5. CONSIGNEE:

The Executive Engineer, Store & Purchase Division, KW&SB

6. ULTIMATE CONSIGNEES:

The Executive Engineer, P.P. Division, COD Filter Plant, KW&SB.
The Resident Engineer, NEK-I (Old) K-III Project, KW&SB
The Resident Engineer, NEK-(New), K-II, KW&SB
The Resident Engineer, Pipri Filter Plant, KW&SB.
The Resident Engineer, Gharo Filter Plant, KW&SB
The Resident Engineer, Hub Water Treatment Plant. KW&SB.



Handwritten initials/signature.

7. **TRANSPORTATION:**
Transportation of Chlorine filled and emptied cylinders are to be arranged by you for supply at COD, NEK-I (Old), NEK-II (New), Pipri & Gharo Divn. (Filter) Plant and Hub water Treatment Plant through cylinders of 900 / 1000 Kg capacity on delivered basis to and from the various filter plants and Hub Water Treatment Plant to the Chlorine factory respectively.
8. **LOADING AND UNLOADING:**
Crane, Chain Block and / or any other mechanical means, if required, will be provided by KW&SB for Un-Loading of Chlorine filled cylinders and Loading of emptied cylinders, at the Board's various sites, but the laborers for the purpose shall have to be provided by you at your cost and expenses.
9. **INSPECTION:**
The Inspection of Chlorine / Stores will be carried out by the Consignee / Ultimate Consignee or their authorized representatives. If any variation, either in specification of the Chlorine or its quantity is found the same will be reported to you within 48 hours of the delivery by the Consignee or the respective Ultimate Consignee, and you will have to make good and rectify them immediately at your own cost.
10. **COLLECTION OF EMPTIED CYLINDERS:**
You have to ensure that the emptied cylinders are collected as soon as such intimation is given to you by the Consignees concerned for re-filling of Chlorine and making supplies on Top Priority basis.
11. **FITNESS OF CYLINDERS:**
All the cylinders should be got inspected and passed for fitness by the Inspector of Explosive and its dispatch such certificate from the Inspector of Explosive Department should be obtained for the cylinders in circulation between the Board's sites / filter plants and Hub water Treatment Plant and the factory of Chlorine as per rules.
12. **ADAPTERS:**
Adapters for the valves of cylinders will have to be supplied by you to the Board free of charge. Efforts should be made to procure the modified valve and the replacement of the existing valves on cylinders earmarked for supply of Chlorine to KW&SB be ensured to be continued.
13. **SUPPLIES OF CHLORINE:**
All the supplies of Chlorine are to be made by you in your own returnable cylinders of 900 / 1000 Kg capacity according to our requirement that will be intimated to you by the Consignee from time to time, against proper receipted invoices.
14. **RINGS ON CHLORINE CYLINDERS:**
All the cylinders must contained safety rings. If any cylinder is found without safety rings the same will not be accepted by the KW&SB.
15. **RENT / HIRING OF CYLINDERS:**
No rent or hiring charges will be paid to you by the KW&SB for the cylinders through which Liquid Chlorine is supplied by you. Efforts, will however, be made by the concerned ultimate consignee to return to you as soon as the cylinders are emptied. Filled cylinders will be emptied on the principle of first come first / served / consumed basis.
16. **CHECKING OF CYLINDERS:**
On receipt of cylinders from your factory, the ultimate Consignee will check carefully the Number of your Invoice, and in case there was is any difference, he will immediately report it to you but in any case whatsoever, the number and / or test plate on cylinders would not be tempered with and / or removed.
17. **GOVT. DUTY / TAXES / LEVY:**
In case any increase or decrease in the taxes / duty / levy, announced by the Government of Pakistan, the same will be honored by the KW&SB.
18. **FORCE MEASURE CLAUSE:**
This Rate Contract is covered by the usual force measure clause.
19. **MODE OF PAYMENT:**
The payment will be made to you by 100% in advance through crossed cheque on monthly basis on account of the cost of Chlorine with its transportation and inclusive of all as shown in Clause-I above.
20. **PAYMENT OF STAMP DUTY:**
In order to cover the Stamp Duty under the Stamp Duty act you are, requested to furnish the blank non-judicial Stamp Paper of appropriate Value of Rs.1,00,000/- (viz: 05,00,00,000/- X 0.20 of every hundred of rupees) to prepare the Contract Agreement on Non-Judicial Stamp Paper accordingly.

21. **PERFORMANCE SECURITY/SECURITY DEPOSIT**


in terms of Security Deposit M/s. Ittehad Chemicals has furnished a Bank Guarantee equivalent to 10% of the total cost of the Liquid Chlorine with its transportation vide Bank Guarantee No.IGTPFG0001/03086 Dated 20-09-2013 amounting Rs.5,000,000/- (Rupees Five Million only) and verified on 01-10-2013 which is drawn on M/s. KASB Bank Limited, Gulberg Branch Lahore in favor of KW&SB, which is retained and kept in safe custody.

The total Security Deposit in shape of Bank Draft / Bank Guarantee equivalent to 10% of the total amount of Liquid Chlorine with its transportation which would be refundable / released after the satisfactory execution and completion of the Rate Contract and returned after obtaining an NOC from the concerned consignee i.e. Executive Engineer, Store and Purchase Divn., KW&SB.

22. **PENAL CLAUSE:**

In case the terms and conditions of the contract are not fulfilled satisfactorily, the KW&SB may cancel the contract at your risk and cost. In case of your failure in smooth and prompt supply of Chlorine, 2% Liquidated damages per month or part of the month be imposed by the KW&SB for such quantity of Chlorine as not supplied within the specified period mentioned in the supply order(s) to be issued by the Consignee from time to time. The Security deposit / cylinders may even be forfeited in favor of KW&SB on your willful negligence and carelessness.

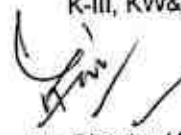
This issues with the approval of M.D., KW&SB vide Para-102/N dated 02-08-2013 and anticipatory approval of Chairman, KW&SB vide Para-103/N dated 03-09-2013 and financial concurrence with the Finance Department vide Para-82 to 93/N dated 12-09-2013 with the restriction of Procurement of Liquid Chlorine with its transportation within the concurred amount of Rs.10,00,00,000/- under B.G. No.6023-05 for the financial year 2013-2014.


Dy. Director / DDO (Admn)
Store and Purchase Division.
KW&SB

Copy for information and necessary action to:

1. The DMD (T/S), KW&SB
3. The DMD (Finance), KW&SB
5. The Director Accounts, KW&SB
7. The Chief Chemist, COD, KW&SB
9. The Budget Officer, KW&SB.
11. The S.E. (P&F)-II, KW&SB
13. The S.E. (P&F)-IV, KW&SB
15. The R.E., Dhabeji & Ghara (P&F)-I
17. The R.E., NEK (P&F) Old, KW&SB
19. The R.E., Hub Water Treatment Plant, (P&F)-III, KW&SB

2. The C.E. (E&M), KW&SB
4. The D.C.E (E&M) KW&SB.
6. The A.D (LFA), KW&SB
8. The S.E. (COD), KW&SB
10. The E.E., S&P Divn. KW&SB
12. The S.E. (P&F)-I, KW&SB
14. The S.E. (P&F)-III, KW&SB
16. The E.E., P.P. Divn, COD, KW&SB
18. The R.E., NEK (P&F) K-II, KWSB
20. The R.E., Pipri Filter Plant, K-III, KW&SB


Dy. Director / DDO (Admn)
Store and Purchase Division.
KW&SB

o/c



KARACHI WATER AND SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER
Store & Purchase Division, Central workshop,
Main Shara-e-Faisal 9th Mile Karsaz Karachi.

No.KW&SB/PS/RC-CHL/13-14/ 558

Dated: 07-10-2013

M/s. SITARA Chemical Industries Ltd.
601-602, Business Centre,
Mumtaz Hssan Road,
KARACHI
Fax No. 021-32415452

Sub: Procurement of Liquid Chlorine with its transportation for providing of chlorinated bacteria free potable water to the Citizens of Karachi on annual Rate contract basis for the financial year 2013-2014 to KW&SB Under SPPRA-2010.

Ref: Your Tender No.SCIL/MKTG/KHI/KW&SB/CL/2013-14 Dated 20-06-2013 and opened on 21-06-2013

Dear Sirs,

With reference to the above tender the KW&SB has accepted your tendered rates offered by you for the subject purpose on the following terms and conditions:-

ITEM No.	DESCRIPTION OF STORES	REQUIRED QTY (Approximate)	RATES PER Kg(Delivered)
1. (A)	Liquid Chlorine an-hydrous guaranteed 99-100% chemically pure in 900-1000 Kg capacity Chlorine Cylinders:- For supply at COD i/c city chlorination K-II, NEK-I(Old), NEK-II(New), Pipri i/c Inter connection Gharo and K-III (100 MGD) & Hub Water Treatment Plant.	13.20 Lacs Kg	Rs.45.20Per Kg

The above delivered rates are inclusive of cost of Product, Transportation for filled and empty Chlorine Cylinders and Sales Tax etc.

Due to identical rates the indented quantity is distributed equally. But, the procurement is allowed not exceeding to Rs.5,00,00,000/- as per available budget grant No.6023-05 and concurred amount.

TERMS & CONDITIONS:

- Sites for Delivery**
(a) Supply of Liquid Chlorine at COD i/c City Chlorination, K-II, NEK-I(Old), NEK-II(New), Pipri i/c Inter Connection Gharo and K-III (100 MGD) & Hub Water Treatment Plant. =13.20 Lacs Kg

- QUANTITY**
The quantities shown above, are approximate and may vary according to the need and requirements of KW&SB. The KW&SB, however, does not give a guarantee to ensure the above mentioned entire quantity. The rights to draw the additional quantities on a proper notice, are reserves with the KW&SB.

The exact quantity required would be intimated to you from time to time by the Consignees. According to the actual requirement of KW&SB but not exceeding the concurred.

PERIOD OF RATE CONTRACT:

- The Period of Rate Contract will be for the whole current financial year 2013-2014 w.e.f. 01-07-2013 to 30-06-2014.

- TERMS OF DELIVERY:**
Free delivery at Consignee's sites.

- CONSIGNEES:**
The Executive Engineer, Store & Purchase Division, KW&SB

Kashif
M/s. Sitara Chemical

Continued page-2

6. **ULTIMATE CONSIGNEES:**
The Executive Engineer, P.P. Division, COD Filter Plant, KW&SB.
The Resident Engineer, NEK-I (Old), K-III Project, KW&SB.
The Resident Engineer, NEK-II (New), K-II, KW&SB
The Resident Engineer, Pipri Filter Plant, KW&SB.
The Resident Engineer, Ghara Filter Plant, KW&SB
The Resident Engineer, Hub Water Treatment Plant, KW&SB
7. **TRANSPORTATION:**
Transportation of both Chlorine filled and emptied cylinders are to be arranged by you for supply at COD, NEK-I(Old), NEK-II(New), Pipri & Ghara Divn.(Filter) Plant and Hub water Treatment Plant through cylinders of 900 / 1000 Kg capacity on delivered basis to and from the various filter plants and Hub Water Treatment Plant to the Chlorine factory respectively.
8. **LOADING AND UNLOADING:**
Crane, Chain Block and / or any other mechanical means, if required, will be provided by KW&SB for Un-Loading of Chlorine filled cylinders and Loading of emptied cylinders, at the Board's various sites, but the laborers for the purpose shall have to be provided by you at your cost and expenses.
9. **INSPECTION:**
The Inspection of Chlorine / Stores will be carried out by the Consignee / Ultimate Consignee or their authorized representatives. If any variation, either in specification of the Chlorine or its quantity is found the same will be reported to you within 48 hours of the delivery by the Consignee or the respective Ultimate Consignee, and you will have to make good and rectify them immediately at your own cost.
10. **COLLECTION OF EMPTIED CYLINDERS:**
You have to ensure that the emptied cylinders are collected as soon as such intimation is given to you by the Consignees concerned for re-filling of Chlorine and making supplies on Top Priority basis.
11. **FITNESS OF CYLINDERS:**
All the cylinders should be got inspected and passed for fitness by the Inspector of Explosive and its dispatch such certificate from the Inspector of Explosive Department should be obtained for the cylinders in circulation between the Board's sites / filter plants and Hub water Treatment Plant and the factory of Chlorine as per rules.
12. **SUPPLIES OF CHLORINE:**
All the supplies of Chlorine are to be made by you in your own returnable cylinders of 900 / 1000 Kg capacity according to our requirement that will be intimated to you by the Consignee from time to time, against proper receipted invoices.
13. **RINGS ON CHLORINE CYLINDERS:**
All the cylinders must contained safety rings. If any cylinder is found without safety rings the same will not be accepted by the KW&SB.
14. **RENT / HIRING OF CYLINDERS:**
No rent or hiring charges will be paid to you by the KW&SB for the cylinders through which Liquid Chlorine is supplied by you. Efforts, will however, be made by the concerned ultimate consignee to return to you as soon as the cylinders are emptied. Filled cylinders will be emptied on the principle of first come first / served / consumed basis.
15. **CHECKING OF CYLINDERS:**
On receipt of cylinders from your factory, the ultimate Consignee will check carefully the Number of your Invoice, and in case there was is any difference, he will immediately report it to you but in any case whatsoever, the number and / or test plate on cylinders would not be tempered with and / or removed.
16. **GOVT. DUTY / TAXES / LEVY:**
In case any increase or decrease in the taxes / duty / levy, announced by the Government of Pakistan, the same will be honored by the KW&SB.
17. **FORCE MEASURE CLAUSE:**
This Rate Contract is covered by the usual force measure clause.
18. **MODE OF PAYMENT:**
The payment will be made to you by 100% in advance through crossed cheque on monthly basis on account of the cost of Chlorine with its transportation and inclusive of all as shown in Clause-I above.

21. **PERFORMANCE SECURITY/SECURITY DEPOSIT**


In terms of Security Deposit M/s. Ittihad Chemicals has furnished a Bank Guarantee equivalent to 10% of the total cost of the Liquid Chlorine with its transportation vide Bank Guarantee No.IGTPFG0001/03086 Dated 20-09-2013 amounting Rs.5,000,000/- (Rupees Five Million only) and verified on 04-10-2013 which is drawn on M/s. KASB Bank Limited, Gulberg Branch Lahore in favor of KW&SB, which is retained and kept in safe custody.

The total Security Deposit in shape of Bank Draft / Bank Guarantee equivalent to 10% of the total amount of Liquid Chlorine with its transportation which would be refundable / released after the satisfactory execution and completion of the Rate Contract and returned after obtaining an NOC from the concerned consignee i.e. Executive Engineer, Store and Purchase Divn.,KW&SB.

22. **PENAL CLAUSE:**


In case the terms and conditions of the contract are not fulfilled satisfactorily, the KW&SB may cancel the contract at your risk and cost. In case of your failure in smooth and prompt supply of Chlorine, 2% Liquidated damages per month or part of the month be imposed by the KW&SB for such quantity of Chlorine as not supplied within the specified period mentioned in the supply order(s) to be issued by the Consignee from time to time. The Security deposit / cylinders may even be forfeited in favor of KW&SB on your willful negligence and carelessness.

This issues with the approval of M.D.,KW&SB vide Para-102/N dated 02-08-2013 and anticipatory approval of Chairman, KW&SB vide Para-103/N dated 03-09-2013 and financial concurrence with the Finance Department vide Para-82 to 93/N dated 12-09-2013 with the restriction of Procurement of Liquid Chlorine with its transportation within the concurred amount of Rs.10,00,00,000/- under B.G. No.6023-05 for the financial year 2013-2014.


Dy. Director / DDO (Admn)
Store and Purchase Division.
KW&SB

Copy for information and necessary action to:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. The DMD (T/S), KW&SB 3. The DMD (Finance), KW&SB 5. The Director Accounts, KW&SB 7. The Chief Chemist, COD, KW&SB 9. The Budget Officer, KW&SB. 11. The S.E. (P&F)-II, KW&SB 13. The S.E. (P&F)-IV, KW&SB 15. The R.E., Dhabeji & Gharo (P&F)-I 17. The R.E., NEK (P&F) Old, KW&SB 19. The R.E., Hub Water Treatment Plant, (P&F)-III, KW&SB | <ol style="list-style-type: none"> 2. The C.E. (E&M), KW&SB 4. The D.C.E (E&M) KW&SB. 6. The A.D (LFA), KW&SB 8. The S.E. (COD), KW&SB 10. The E.E., S&P Divn. KW&SB 12. The S.E. (P&F)-I, KW&SB 14. The S.E. (P&F)-III, KW&SB 16. The E.E., P.P.Divn, COD, KW&SB 18. The R.E., NEK (P&F) K-II, KW&SB 20. The R.E., Pipri Filter Plant, K-III, KW&SB |
|--|--|


Dy. Director / DDO (Admn)
Store and Purchase Division.
KW&SB

MC

INTEGRITY PACT

DECLARATION OF FEESES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE CONTRACTORS.

(FOR CONTRACTS WORTH Rs.10/- MILLION OR MORE)

CONTRACT No. KW&SB/PS/RC-CHL/2013-2014/ 555
CONTRACT VALUE: Rs.5,00,00,000/-.

Dated: 04-10-2013

CONTRACT TITLE:

Procurement of Liquid Chlorine with transportation for providing of chlorinated bacteria free potable water to the Citizens of Karachi on Annual Rate Contract basis for the financial year 2013-2014 to KW&SB

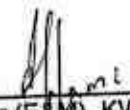
M/s.ITTEHAD CHEMICALS LTD. hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GOS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s .ITTEHAD CHEMICALS LTD represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone within or outside the Pakistan either directly or indirectly through any Natural or Judicial person, including its affiliate, agents, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultancy fee or otherwise with the object of obtaining or inducing the procurement of a contract, right interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency (KW&SB) except that which has been expressly declared pursuant hereto.

M/s .ITTEHAD CHEMICALS LTD. accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with KW&SB and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s .ITTEHAD CHEMICALS LTD. accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to KW&SB under any law, contract or other instrument, be void able at option of KW&SB.

Notwithstanding any rights and remedies exercised by KW&SB in this regard, M/s .ITTEHAD CHEMICALS LTD. agrees to indemnify KW&SB for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to KW&SB in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s .ITTEHAD CHEMICALS LTD. as aforesaid for the purpose of obtaining or inducing the procurement of any, contract, right, interest, privilege or other obligation or benefit in whatsoever form from KW&SB.


Chief Engineer (E&M), KW&SB


Contractor.



STAMP OFFICE CITY COURT, KARACHI

Issued to M/s Ittehad Chemical
NIC/Company Card No. 42101-1556966-9
Vide D.S.R. No. 10 dated 26/09/2013
On behalf of challan No. 174 Dt. 26/09/2013
for the purpose of C. Agreement
E. No. 10 Date 26/09/2013

[Signature]
26/9/13

AGREEMENT

THIS AGREEMENT made this 9th day of Oct 2013 between KW&SB through the Managing Director, KW&SB hereinafter called the authority of one part and M/s. ITTEHAD CHEMICALS LTD., House No.43-H/II Street-43 Block-6 PECHS, Karachi, hereinafter called as supplier on other part.

WHEREAS the supplier, in accordance with their tender, have under taken to execute the supplies at the rate quoted by them on the terms and conditions of tender No.KW&SB/PS/RC-CHL/2013-2014 & opened on 21-06-2013 which has duly been accepted by the KW&SB vide this office Rate Contract No. KW&SB/PS/RC-CHL/2013-2014/ 555 dated 04-10-2013

AND WHEREAS the supplier have made themselves fully acquainted with the meaning of the clause and terms and the conditions as well as the nature of the supplies mentioned in this contract. The main particulars as well as terms and conditions are reproduced below:-

Continued on page-02



[Signature]
M. Director/NDG Adm. Store

[Signature]
EXECUTIVE ENGINEER
STORE & PURCHASE DIVISION
KW&SB.

[Signature]



SEARCHED BY CITY COURT, KARACHI
 m/s GHehad Chemical
 42101-1556766-9
 10 dated 26/09/2013
 174 of 26/09/2013
 C. Agreement
 10 26/09/2013

Page - (02)

ITEM No.	DESCRIPTION OF STORES	REQUIRED QTY (Approximate)	RATES PER Kg (Delivered)
1.	Liquid Chlorine an-hydrous guaranteed 99-100% chemically pure in 900-1000 Kg capacity Chlorine Cylinders:- (A) For supply at COD i/c city chlorination K-II, NEK-I(Old), NEK-II(New), Pipri i/c Inter connection Gharo and K-III (100 MGD) & Hub Water Treatment Plant.	13.20 Lacs Kg	Rs.45.20 Per Kg

The above delivered rates are inclusive of cost of Product, Transportation for filled and empty Chlorine Cylinders and Sales Tax etc.

Due to identical rates the indented quantity is distributed equally. But, the procurement is allowed not exceeding to Rs.5,00,00,000/- as per available budget grant No.6023-05 and concurred amount.

Continued on Page-(03)






Dy. Director/DDO Admin
Store & Purchase Div
KW&SR

EXECUTIVE ENGINEER
STORE & PURCHASE DIVISION
K.W.&S.B.



STAMP OFFICE CITY COURT, KARACHI

Issued to M/s Jitahand Chemicals
 NIC/Company Card No. 92141-1556766-3
 Vide D.S.R. No. 10 dated 26/09/2013
 On behalf of challan no: 176 Dt. 26/09/2013
 for the purpose of C. Agreement
 E. No: 10 Dated 26/09/2013

[Signature]
 26/9/13

Page-(03)

TERMS & CONDITIONS:

1. Sites for Delivery

(a) Supply of Liquid Chlorine at COD i/c City Chlorination, K-II, NEK-I (Old), NEK-II (New), Pipri i/c Inter Connection Ghara and K-III (100 MGD) & Hub Water Treatment Plant. =13.20 Lacs Kg

2. QUANTITY

The quantities shown above are approximate and may vary according to the need and requirements of KW&SB. The KW&SB, however, does not give a guarantee to ensure the above mentioned entire quantity. The rights to draw the additional quantities on a proper notice, are reserves with the KW&SB.

The exact quantity required would be intimated to you from time to time by the Consignees. According to the actual requirement of KW&SB but not exceeding the concurred amount.

3. PERIOD OF RATE CONTRACT:

The Period of Rate Contract will be for the whole current financial year 2013-2014 w.e.f. 01-07-2013 to 30-06-2014.

4. TERMS OF DELIVERY:

Free delivery at Consignee's sites.

Continued on Page-(04)

[Signature]
 Dy. Director/DDO Admin
 Store & Purchase Div.
 KW&SB

[Signature]
 EXECUTIVE ENGINEER
 STORE & PURCHASE DIVISION
 KW&SB

[Signature]



STAMP OFFICE CITY COURT, KARACHI:

Issued to M/S Atchad Chemical
 NIC/Company Card No. 4261-1556766-3
 Vide D.S.R. No. 10 dated 26/09/2013
 On behalf of challan No. 174 Dt. 26/07/2013
 for the purpose of C. Agreement
 E. No. 10 Dated 26/09/2013

[Signature]
 26/09/13

Page-(04)

5. **CONSIGNEE:**
 The Executive Engineer, Store & Purchase Division, KW&SB

6. **ULTIMATE CONSIGNEES:**
 The Executive Engineer, P.P. Division, COD Filter Plant, KW&SB.
 The Resident Engineer, NEK-I (Old) K-III Project, KW&SB
 The Resident Engineer, NEK-(New), K-II, KW&SB
 The Resident Engineer, Pipri Filter Plant, KW&SB.
 The Resident Engineer, Gharo Filter Plant, KW&SB
 The Resident Engineer, Hub Water Treatment Plant, KW&SB

7. **TRANSPORTATION:**
 Transportation of both Chlorine filled and emptied cylinders are to be arranged by you for supply at COD, NEK-I (Old), NEK-II (New), Pipri & Gharo Divn. (Filter) Plant and Hub water Treatment Plant through cylinders of 900 / 1000 Kg capacity on delivered basis to and from the various filter plants and Hub Water Treatment Plant to the Chlorine factory respectively.

8. **LOADING AND UNLOADING:**
 Crane, Chain Block and / or any other mechanical means, if required, will be provided by KW&SB for Un-Loading of Chlorine filled cylinders and Loading of emptied cylinders, at the Board's various sites, but the laborers for the purpose shall have to be provided by you at your cost and expenses.



[Signature]
 Dy. Director / DDO Admin
 Store & Purchase Div.
 KW&SB

[Signature]
 EXECUTIVE ENGINEER
 STORE & PURCHASE DIVISION
 KW&SB.

Continued on Page-(05)

9. **INSPECTION:**
The Inspection of Chlorine / Stores will be carried out by the Consignee / Ultimate Consignee or their authorized representatives. If any variation, either in specification of the Chlorine or its quantity is found the same will be reported to you within 48 hours of the delivery by the Consignee or the respective Ultimate Consignee, and you will have to make good and rectify them immediately at your own cost.
10. **COLLECTION OF EMPTIED CYLINDERS:**
You have to ensure that the emptied cylinders are collected as soon as such intimation is given to you by the Consignees concerned for re-filling of Chlorine and making supplies on Top Priority basis.
11. **FITNESS OF CYLINDERS:**
All the cylinders should be got inspected and passed for fitness by the Inspector of Explosive and its dispatch such certificate from the Inspector of Explosive Department should be obtained for the cylinders in circulation between the Board's sites / filter plants and Hub water Treatment Plant and the factory of Chlorine as per rules.
12. **ADAPTERS:**
Adapters for the valves of cylinders will have to be supplied by you to the Board free of charge. Efforts should be made to procure the modified valve and the replacement of the existing valves on cylinders earmarked for supply of Chlorine to KW&SB be ensured to be continued.
13. **SUPPLIES OF CHLORINE:**
All the supplies of Chlorine are to be made by you in your own returnable cylinders of 900 / 1000 Kg capacity according to our requirement that will be intimated to you by the Consignee from time to time, against proper receipted invoices.
14. **RINGS ON CHLORINE CYLINDERS:**
All the cylinders must contained safety rings. If any cylinder is found without safety rings the same will not be accepted by the KW&SB.
15. **RENT / HIRING OF CYLINDERS:**
No rent or hiring charges will be paid to you by the KW&SB for the cylinders through which Liquid Chlorine is supplied by you. Efforts, will however, be made by the concerned ultimate consignee to return to you as soon as the cylinders are emptied. Filled cylinders will be emptied on the principle of first come first / served / consumed basis.
16. **CHECKING OF CYLINDERS:**
On receipt of cylinders from your factory, the ultimate Consignee will check carefully the Number of your Invoice, and in case there was is any difference, he will immediately report it to you but in any case whatsoever, the number and / or test plate on cylinders would not be tempered with and / or removed.
17. **GOVT. DUTY / TAXES / LEVY:**
In case any increase or decrease in the taxes / duty / levy, announced by the Government of Pakistan, the same will be honored by the KW&SB.
18. **FORCE MEAJURE CLAUSE:**
This Rate Contract is covered by the usual force meajure clause.

Continued on Page-(06)


Dy. Director, DDO Admin EXECUTIVE ENGINEER
Store & Purchase Div, STORE & PURCHASE DIVISION
KW&SB K.W.&S.B.

19. **MODE OF PAYMENT:**

The payment will be made to you by 100% in advance through crossed cheque on monthly basis on account of the cost of Chlorine with its transportation and inclusive of all as shown in Clause-I above.

20. **PAYMENT OF STAMP DUTY:**

In order to cover the Stamp Duty under the Stamp Duty act you are, requested to furnish the blank non-judicial Stamp Paper of appropriate Value of Rs.1,00,000/- (viz: 05,00,00,000/- X 0.20 of every hundred of rupees) to prepare the Contract Agreement on Non-Judicial Stamp Paper accordingly.

21. **PERFORMANCE SECURITY/SECURITY DEPOSIT**

In terms of Security Deposit M/s. Ittehad Chemicals has furnished a Bank Guarantee equivalent to 10% of the total cost of the Liquid Chlorine with its transportation vide Bank Guarantee No.IGTPFG0001/03086 Dated 20-09-2013 amounting Rs.5,000,000/- (Rupees Five Million only) which is drawn on M/s. KASB Bank Limited, Gulberg Branch Lahore in favor of KW&SB, which is retained and keep in safe custody.

The total Security Deposit in shape of Bank Draft / Bank Guarantee equivalent to 10% of the total amount of Liquid Chlorine with its transportation which would be refundable / released after the satisfactory execution and completion of the Rate Contract and returned after obtaining an NOC from the concerned consignee i.e. Executive Engineer, Store and Purchase Divn.,KW&SB.

22. **PENAL CLAUSE:**

In case the terms and conditions of the contract are not fulfilled satisfactory, the KW&SB may cancel the contract at your risk and cost. In case of your failure in smooth and prompt supply of Chlorine, 2% Liquidated damages per month or part of the month be imposed by the KW&SB for such quantity of Chlorine as not supplied within the specified period mentioned in the supply order(s) to be issued by the Consignee from time to time. The Security deposit / cylinders may even be forfeited in favor of KW&SB on your willful negligence and carelessness.

This issues with the approval of M.D.,KW&SB vide Para-102/N dated 02-08-2013 and anticipatory approval of Chairman, KW&SB vide Para-103/N dated 03-09-2013 and financial concurrence with the Finance Department vide Para-82 to 93/N dated 12-09-2013 with the restriction of Procurement of Liquid Chlorine with its transportation within the concurred amount of Rs.10,00,00,000/- under B.G. No.6023-05 for the financial year 2013-2014.

NOW THEREFORE, this agreement is executed, in witness whereof the said parties have unto set their respective hands this 9th day of Oct. 2013.



Suppliers Signature and Seal of the firm.

Dy.Dir. / BDO (Admn)
Store & Purchase Divn.
KW&SB

Executive Engineer
Store & Purchase Divn.
KW&SB

Superintending Engineer
COD, KW&SB

DY. Chief Engineer (E&M)
KW&SB

Chief Engineer (E&M)
KW&SB

DY. Managing Director (T/S)
KW&SB

Managing Director
KW&SB

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE CONTRACTORS.

(FOR CONTRACTS WORTH Rs.10/- MILLION OR MORE)

CONTRACT No. KW&SB/PS/RC-CHL/2013-2014/ 558

Dated: 07-10-2013

CONTRACT VALUE: Rs.5,00,00,000/-

CONTRACT TITLE: Procurement of Liquid Chlorine with transportation for providing of chlorinated bacteria free potable water to the Citizens of Karachi on Annual Rate Contract basis for the financial year 2013-2014 to KW&SB


M/S. SITARA Chemical Industries Ltd, hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GOS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/S. SITARA Chemical Industries Ltd, represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone within or outside the Pakistan either directly or indirectly through any Natural or Judicial person, including its affiliate, agents, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise with the object of obtaining or inducing the procurement of a contract, right interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency (KW&SB) except that which has been expressly declared pursuant hereto.

M/S. SITARA Chemical Industries Ltd. accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with KW&SB and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/S. SITARA Chemical Industries Ltd .accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to KW&SB under any law, contract or other instrument, be void able at option of KW&SB.

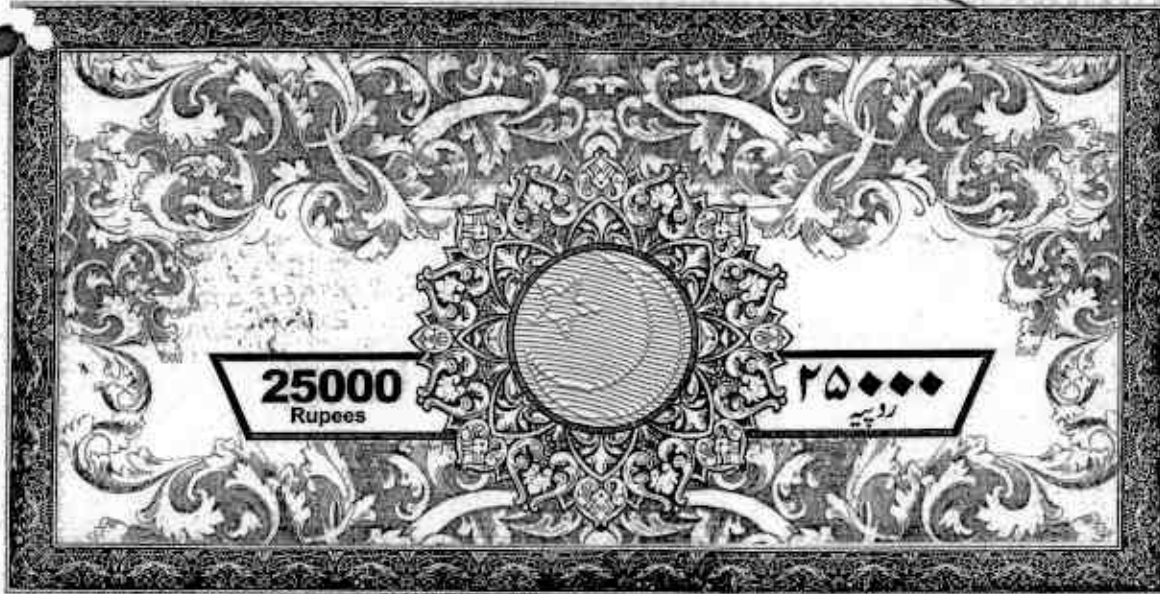
Notwithstanding any rights and remedies exercised by KW&SB in this regard, M/S. SITARA Chemical Industries Ltd. agrees to indemnify KW&SB for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to KW&SB in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/S. SITARA Chemical Industries Ltd.. as aforesaid for the purpose of obtaining or inducing the procurement of any, contract, right, interest, privilege or other obligation or benefit in whatsoever form from KW&SB.



Chief Engineer (E&M), KW&SB



Contractor.



STAMP OFFICE CITY COURT, KARACHI

Issued to M/s Sitara Chemical Industries Ltd
 NIC/Company Card No. 42401-6257261-1
 Vide D.S.P. No. 07 dt. 23/9/2013
 On behalf of 126 dt. 23/9/2013
 for the purpose of Account
 E. No: 07 Dated 23/9/2013

[Handwritten signature]

AGREEMENT

THIS AGREEMENT made this 9th day of Oct 2013 between KW&SB through the Managing Director, KW&SB hereinafter called the authority of one part and M/s. SITARA CHEMICAL INDUSTRIES LTD., 601-602 Business Centre, Mumtaz Hassan Road, Karachi, hereinafter called as supplier on other part.

WHEREAS the supplier, in accordance with their tender,, have under taken to execute the supplies at the rate quoted by them on the terms and conditions of tender No.KW&SB/PS/RC-CHL/2013-2014 & opened on 21-06-2013 which has duly been accepted by the KW&SB vide this office Rate Contract No. KW&SB/PS/RC-CHL/2013-2014/558 dated 07-10-2013.

AND WHEREAS the supplier have made themselves fully acquainted with the meaning of the clause and terms and the conditions as well as the nature of the supplies mentioned in this contract. The main particulars as well as terms and conditions are reproduced below:-

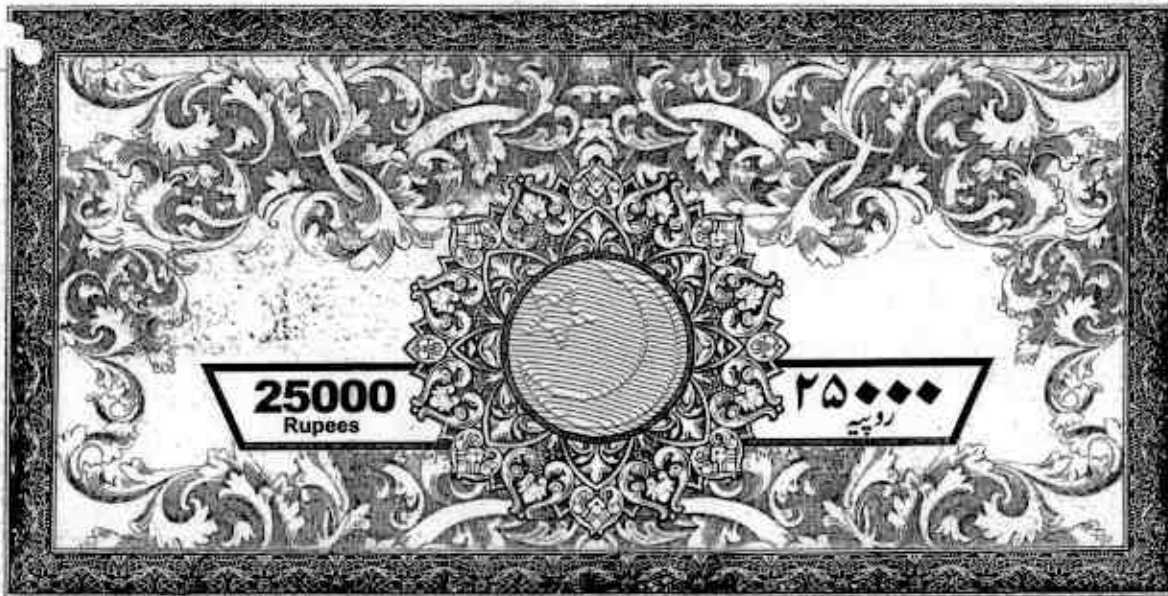
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[Handwritten signature]
 Dy. Director/DDO Admin
 Store & Purchase Div,
 KW&SB

[Handwritten signature]
 EXECUTIVE ENGINEER
 STORE & PURCHASE DIVISION
 KW&SB

[Handwritten signature]



STAMP OFFICE CITY COURT, KARACHI

Issued to M/S Sika Chemical Industries Ltd.
 NIC/Company Card No. 62401-625226-1
 Vide D.S.R. No. 07 dated 23/9/2013
 On behalf of 126 dated 23/9/2013
 for the purpose of Approval
 E. No: 07 Dated 23/9/2013

K.S.B.I.I.S

Page -02

ITEM No.	DESCRIPTION OF STORES	REQUIRED QTY (Approximate)	RATES PER Kg (Delivered)
1.	Liquid Chlorine an-hydrous guaranteed 99-100% chemically pure in 900-1000 Kg capacity Chlorine Cylinders:-		
(A)	For supply at COD i/c city chlorination K-II, NEK-I (Old), NEK-II (New), Pipri i/c Inter connection Gharo and K-III (100 MGD) & Hub Water Treatment Plant.	13.20 Lacs Kg	Rs.45.20 Per Kg

The above delivered rates are inclusive of cost of Product, Transportation for filled and empty Chlorine Cylinders and Sales Tax etc.

Due to identical rates the indented quantity is distributed equally. But, the procurement is allowed not exceeding to Rs.5,00,00,000/- as per available budget grant No.6023-05 and concurred amount.

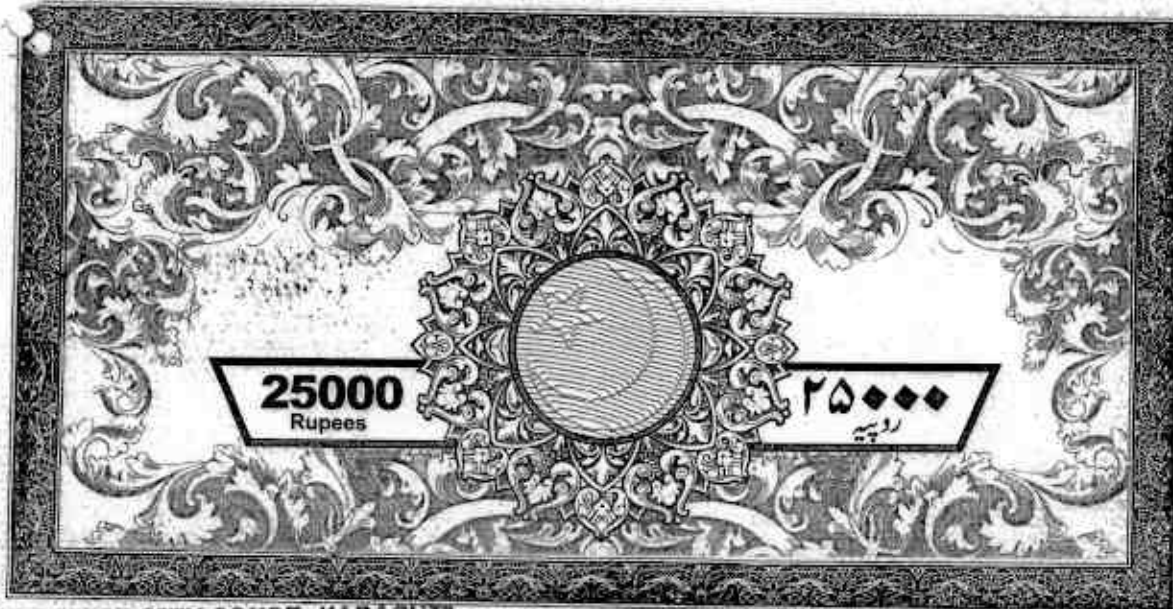
Continued on pag-03



[Signature]
 Dy. Director/DDO Admin
 Store & Purchase Div.
 K.W.&S.B.

[Signature]
 EXECUTIVE ENGINEER
 STORE & PURCHASE DIVISION
 K.W.&S.B.

[Signature]



STAMP OFFICE CITY COURT, KARACHI

Issued to M/S Silver Chemical Industries Ltd
 NIC/Company Card No. 42401-6257261-1
 Vide D.S.R. No. 07 dated 23/9/2013
 On behalf of challan No. 126 dt. 23/9/2013
 for the purpose of Payment
 E. No. 07 Dated 23/9/2013

[Signature]
 23/9/13

TERMS & CONDITIONS:

1. Sites for Delivery

(a) Supply of Liquid Chlorine at COD i/c City =13.20 Lacs Kg
 Chlorination, K-II, NEK-I (Old), NEK-II (New),
 Pipri i/c Inter Connection Ghara and K-III
 (100 MGD) & Hub Water Treatment Plant.

2. QUANTITY

The quantities shown above are approximate and may vary according to the need and requirements of KW&SB. The KW&SB, however, does not give a guarantee to ensure the above mentioned entire quantity. The rights to draw the additional quantities on a proper notice are reserves with the KW&SB.

The exact quantity required would be intimated to you from time to time by the Consignees. According to the actual requirement of KW&SB but not exceeding the concurred amount.

3. PERIOD OF RATE CONTRACT:

The Period of Rate Contract will be for the whole current financial year 2013-2014 w.e.f. 01-07-2013 to 30-06-2014.

4. TERMS OF DELIVERY:

Free delivery at Consignee's sites.

Continued on pag-04

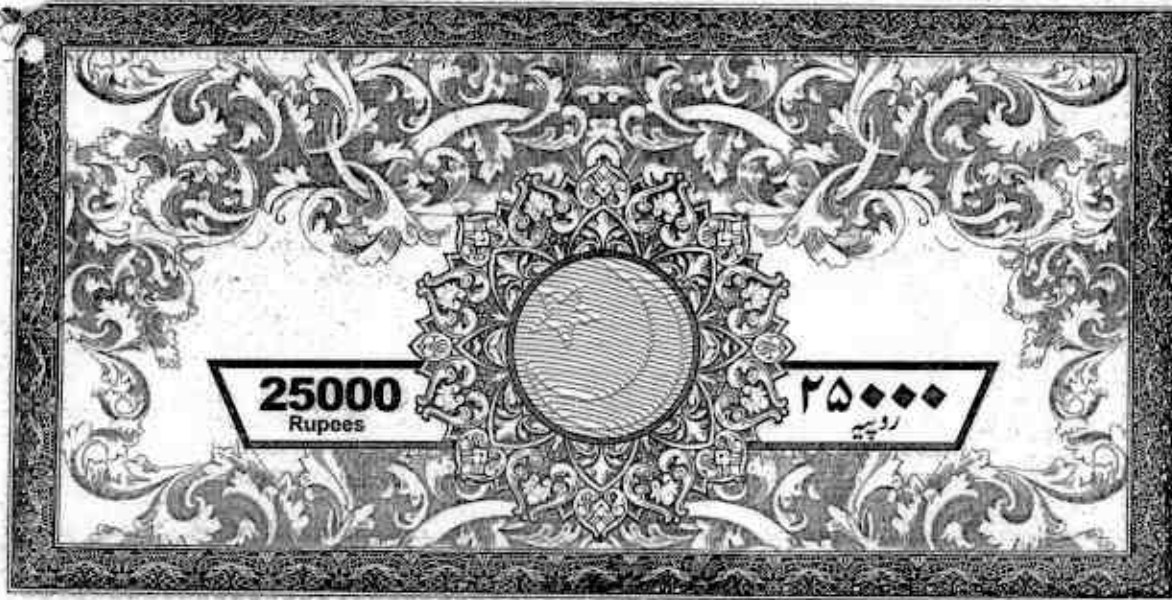


[Signature]
 Dy. Director/DDO Admin

Store & Purchase Div
 KW&SB

[Signature]
 EXECUTIVE ENGINEER
 STORE & PURCHASE DIVISION
 KW&SB

[Signature]



STAMP OFFICE CITY COURT, KARACHI

Issued to M/S Silver Channel Industries rep
 NTC/Company Card No. 42601-225721-1
 Vide D.S.R. No. 07 23/9/2013
 On behalf of 126 23/9/2013
 for the purpose of Account
 E. No: 07 Date: 23/9/2013

[Signature]
 23/9/13

5. **CONSIGNEES:**
 The Executive Engineer, Store & Purchase Division, KW&SB
6. **ULTIMATE CONSIGNEES:**
 The Executive Engineer, P.P. Division, COD Filter Plant, KW&SB.
 The Resident Engineer, NEK-I (Old), K-III Project, KW&SB.
 The Resident Engineer, NEK-II (New), K-II, KW&SB
 The Resident Engineer, Pipri Filter Plant, KW&SB.
 The Resident Engineer, Gharo Filter Plant, KW&SB
 The Resident Engineer, Hub Water Treatment Plant. KW&SB
7. **TRANSPORTATION:**
 Transportation of both Chlorine filled and emptied cylinders are to be arranged by you for supply at COD, NEK-I(Old), NEK-II(New), Pipri & Gharo Divn.(Filter) Plant and Hub water Treatment Plant through cylinders of 900 / 1000 Kg capacity on delivered basis to and from the various filter plants and Hub Water Treatment Plant to the Chlorine factory respectively.
8. **LOADING AND UNLOADING:**
 Crane, Chain Block and / or any other mechanical means, if required, will be provided by KW&SB for Un-Loading of Chlorine filled cylinders and Loading of emptied cylinders, at the Board's various sites, but the laborers for the purpose shall have to be provided by you at your cost and expenses.



[Signature]
 Dy. Director / DDO Addl. Executive Engineer
 Store & Purchase Divn. KW&SB

9. **INSPECTION:**
The Inspection of Chlorine / Stores will be carried out by the Consignee / Ultimate Consignee or their authorized representatives. If any variation, either in specification of the Chlorine or its quantity is found the same will be reported to you within 48 hours of the delivery by the Consignee or the respective Ultimate Consignee, and you will have to make good and rectify them immediately at your own cost.
10. **COLLECTION OF EMPTIED CYLINDERS:**
You have to ensure that the emptied cylinders are collected as soon as such intimation is given to you by the Consignees concerned for re-filling of Chlorine and making supplies on Top Priority basis.
11. **FITNESS OF CYLINDERS:**
All the cylinders should be got inspected and passed for fitness by the Inspector of Explosive and its dispatch such certificate from the Inspector of Explosive Department should be obtained for the cylinders in circulation between the Board's sites / filter plants and Hub water Treatment Plant and the factory of Chlorine as per rules.
12. **SUPPLIES OF CHLORINE:**
All the supplies of Chlorine are to be made by you in your own returnable cylinders of 900 / 1000 Kg capacity according to our requirement that will be intimated to you by the Consignee from time to time, against proper receipted invoices.
13. **RINGS ON CHLORINE CYLINDERS:**
All the cylinders must contained safety rings. If any cylinder is found without safety rings the same will not be accepted by the KW&SB.
14. **RENT / HIRING OF CYLINDERS:**
No rent or hiring charges will be paid to you by the KW&SB for the cylinders through which Liquid Chlorine is supplied by you. Efforts, will however, be made by the concerned ultimate consignee to return to you as soon as the cylinders are emptied. Filled cylinders will be emptied on the principle of first come first / served / consumed basis.
15. **CHECKING OF CYLINDERS:**
On receipt of cylinders from your factory, the ultimate Consignee will check carefully the Number of your Invoice, and in case there was is any difference, he will immediately report it to you but in any case whatsoever, the number and / or test plate on cylinders would not be tempered with and / or removed.
16. **GOVT. DUTY / TAXES / LEVY:**
In case any increase or decrease in the taxes / duty / levy, announced by the Government of Pakistan, the same will be honored by the KW&SB.
17. **FORCE MEAJURE CLAUSE:**
This Rate Contract is covered by the usual force meajure clause.
18. **MODE OF PAYMENT:**
The payment will be made to you by 100% in advance through crossed cheque on monthly basis on account of the cost of Chlorine with its transportation and inclusive of all as shown in Clause-I above.
19. **PAYMENT OF STAMP DUTY:**
In order to cover the Stamp Duty under the Stamp Duty act you are, requested to furnish the blank non-judicial Stamp Paper of appropriate Value of Rs.1,00,000/- (viz: 05,00,00,000/- X 0.20 of every hundred of rupees) to prepare the Contract Agreement on Non-Judicial Stamp Paper accordingly.



[Handwritten Signature]
EXECUTIVE ENGINEER
STORE & PURCHASE DIVISION
KW&SB

[Handwritten Signature]
Dy. Director, DDO Admin
Store & Purchase Div
KW&SB

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20. **PERFORMANCE SECURITY/SECURITY DEPOSIT**

In terms of Security Deposit M/s. Sitara Chemical Industries Ltd. has furnished a Bank Guarantee equivalent to 10% of the total cost of the Liquid Chlorine with its transportation vide Bank Guarantee No.CBD/LOG-0401-0252/13 Dated 24-09-2013 amounting Rs.5,000,000/- (Rupees Five Million only) which is drawn on M/s. MEEZAN BANK LIMITED, Civil Lines Branch, Faisalabad, in favor of KW&SB, which is retained and keep in safe custody.

The total Security Deposit in shape of Bank Draft / Bank Guarantee equivalent to 10% of the total amount of Liquid Chlorine with its transportation which would be refundable / released after the satisfactory execution and completion of the Rate Contract and returned after obtaining an NOC from the concerned consignee i.e. Executive Engineer, Store and Purchase Divn.,KW&SB.

21. **PENAL CLAUSE:**


In case the terms and conditions of the contract are not fulfilled satisfactory, the KW&SB may cancel the contract at your risk and cost. In case of your failure in smooth and prompt supply of Chlorine, 2% Liquidated damages per month or part of the month be imposed by the KW&SB for such quantity of Chlorine as not supplied within the specified period mentioned in the supply order(s) to be issued by the Consignee from time to time. The performance Security / cylinders may even be forfeited in favor of KW&SB on your willful negligence and carelessness.


This issues with the approval of M.D.,KW&SB vide Para-102/N dated 02-08-2013 and anticipatory approval of Chairman, KW&SB vide Para-103/N dated 03-09-2013 and financial concurrence with the Finance Department vide Para-82 to 93/N dated 12-09-2013 with the restriction of Procurement of Liquid Chlorine with its transportation within the concurred amount of Rs.10,00,00,000/- under B.G. No.6023-05 for the financial year 2013-2014.

NOW THEREFORE, this agreement is executed, in witness whereof the said parties have unto set their respective hands this 9th day of Oct 2013.





Suppliers Signature and
Seal of the firm.


Dy.Dir. / DDO (Admn)
Store & Purchase Divn.
KW&SB


Executive Engineer
Store & Purchase Divn.
KW&SB


Superintending Engineer
COD, KW&SB


DY. Chief Engineer (E&M)
KW&SB


Chief Engineer (E&M)
KW&SB


DY. Managing Director (T/S)
KW&SB


Managing Director
KW&SB