

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
CONTRACT EVALUATION FORM
TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF
WORKS, SERVICES & GOODS WORTH 50 MILLION (PKR) OR ABOVE

- | | |
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| 1) NAME OF THE ORGANIZATION / DEPTT | <u>Gharo Division Civil, KW&SB</u> |
| 2) PROVINCIAL / LOCAL GOVT / OTHER | <u>Local Govt. Department</u> |
| 3) TITLE OF CONTRACT | <u>REPAIR & MAINTENANCE AND
RENOVATION OF INSPECTION
BUNGALOW GHARO(OLD)</u> |
| 4) TENDER NUMBER | <u>13186 I.D. No.8801/2012</u> |
| 5) BRIEF DESCRIPTION OF CONTRACT | <u>Due to deteriorated condition where high dignity
visits</u> |
| 6) FORUM THAT APPROVED THE SCHEME | <u>M.D., KW&SB</u> |
| 7) TENDER ESTIMATED VALUE | <u>Rs. 6,77,480/-</u> |
| 8) ENGINEER'S ESTIMATE
(FOR CIVIL WORKS ONLY) | <u>Rs 6,77,480/-</u> |
| 9) ESTIMATED COMPLETION PERIOD (AS PER
CONTRACT) | <u>30 Days</u> |
| 10) TENDER OPENED ON (DATE & TIME) | <u>27-05-2012 at 11:30 AM</u> |
| 11) NUMBER OF TENDER DOCUMENTS SOLD
(ATTACH LIST OF BUYERS) | <u>02 No.</u> |
| 12) NUMBER OF BIDS RECEIVED | <u>01 No.</u> |
| 13) NUMBER OF BIDDERS PRESENT AT THE TIME
OF OPENING OF BIDS | <u>01 No.</u> |
| 14) BID EVALUATION REPORT
(ENCLOSE A COPY) | <u>Copy attached</u> |
| 15) NAME AND ADDRESS OF THE SUCCESSFUL
BIDDER | <u>M/s. Mukhtar Enterprises</u> |
| 16) CONTRACT AWARD PRICE | <u>Rs 07,09,955/-</u> |
| 17) RANKING OF SUCCESSFUL BIDDER IN
EVALUATION REPORT
(1 ST , 2 ND , 3 RD EVALUATION BID) | <u>1 M/s. Mukhtar Enterprises</u> |
| 18) METHOD OF PROCUREMENT USED - (TICK
ONE) | |
| a) SINGLE STAGE-ONE ENVELOPE
PROCEDURE | <input checked="" type="checkbox"/> LOCAL |
| b) SINGLE STAGE-TWO ENVELOPE PROCEDURE | <input type="checkbox"/> |
| c) TWO STAGE BIDDING PROCEDURE | <input type="checkbox"/> |
| d) TWO STAGE - TWO ENVELOPE BIDDING
PROCEDURE | <input type="checkbox"/> |

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

M.D., KWSB

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"/>	13186 I.D. No.8801/2012	
No	<input type="checkbox"/>		

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

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

22) NATURE OF CONTRACT

Domestic	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
Local	<input type="checkbox"/>		

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

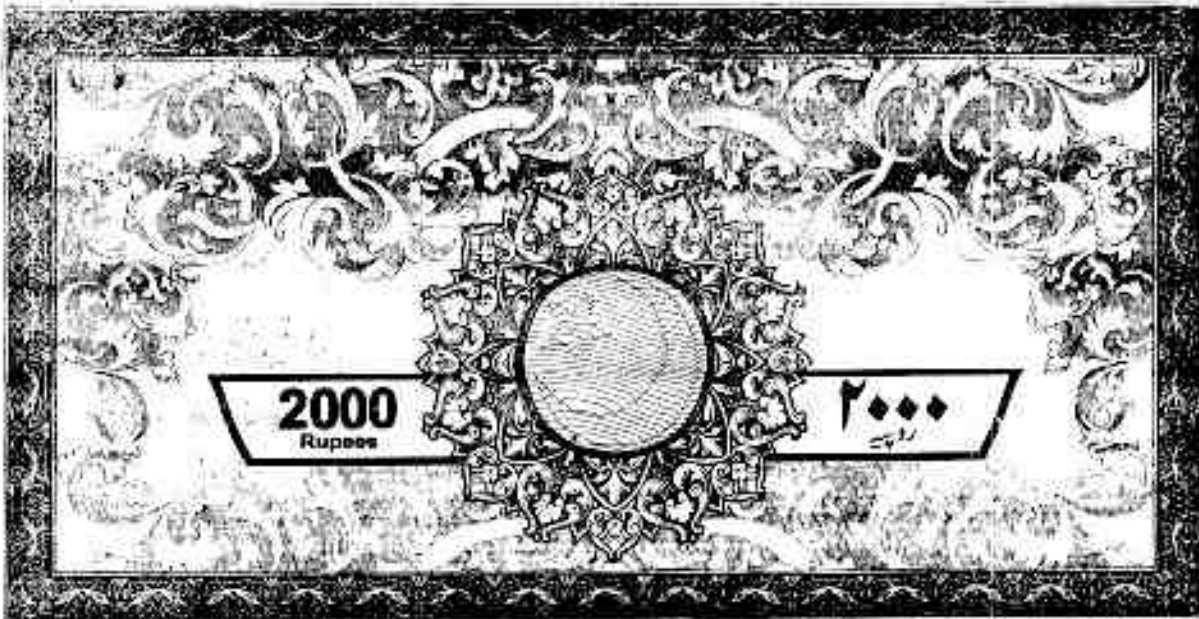
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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29) Whether names of the bidders and their quoted prices were read out at the time of opening of bids?

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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Sahib Mahmood

17
14
22.10.12

AGREEMENT

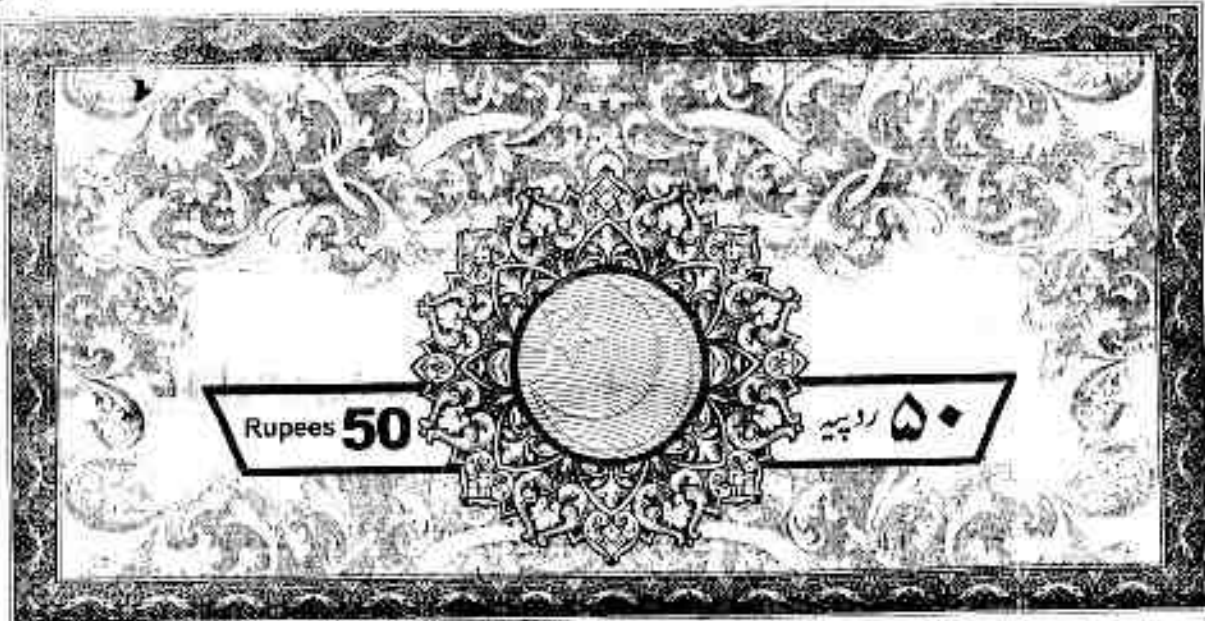
THIS AGREEMENT is made this 24TH day of October, 2012 BETWEEN - KW&SB and Contractor M/s. MUKHTAR ENTERPRISES for the work of "REPAIR / MAINTENANCE & RENOVATION OF INSPECTION BUNGALOW GHARO (OLD)" on the basis of corrected / evaluated bid cost amounting to Rs.7,09,955/- (Rupees Seven Lac Nine Thousand Nine Hundred Fifty Five only) as assessed by Procurement / Evaluation Committee-I as per Para-26/N to 31/N and Financial Concurrence accorded by Finance Department against B.G No.6074-03 for the year 2012-13 as per Para-59 to 71/N duly approved by M.D, KW&SB as per Para-56/N the 2% Earnest Money is hereby treated as Performance Security and balance 8% will be deducted from bill.

The following documents are part of this agreement.

- a) Bill of Quality (B.O.Q)
- b) Estimate.
- c) Drawings.
- d) Terms & Condition
- e) Sanction Letter No.P.A.C.E(B.T)/KW&SB/2012/98 dated: 24-10-2012.
- f) General directions and conditions of contractor for works on item rate tender (Central PWD code, paragraph-89 for the guideness of contractor and its Annexure).

The work will be executed as per approved specification of PPWD, Drawing, Design and Estimate of the department.

The payment to be made by KW&SB to the Contractor as per prevailing / legal / codal practice.



ANP PAKISTAN (PUNJAB) PRIVATE LIMITED

Licence No. 119, 5th Flr, Feroze Road, Lahore

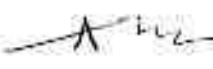
Case No. 031018 20 OCT 2012


FOR THE PLAINTIFF
 ZAHID MEHMOOD
 Advocate


(Page # 2)


The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract) on the part of the contractor and the contractor shall pay as compensation an amount equal to one per cent., or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month) to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; one half of the work, before one-half of such time as elapsed and three-fourth of the work before three-fourths of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensations an amount equal to one per cent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent, on the estimated cost of the work as shown in the tender.

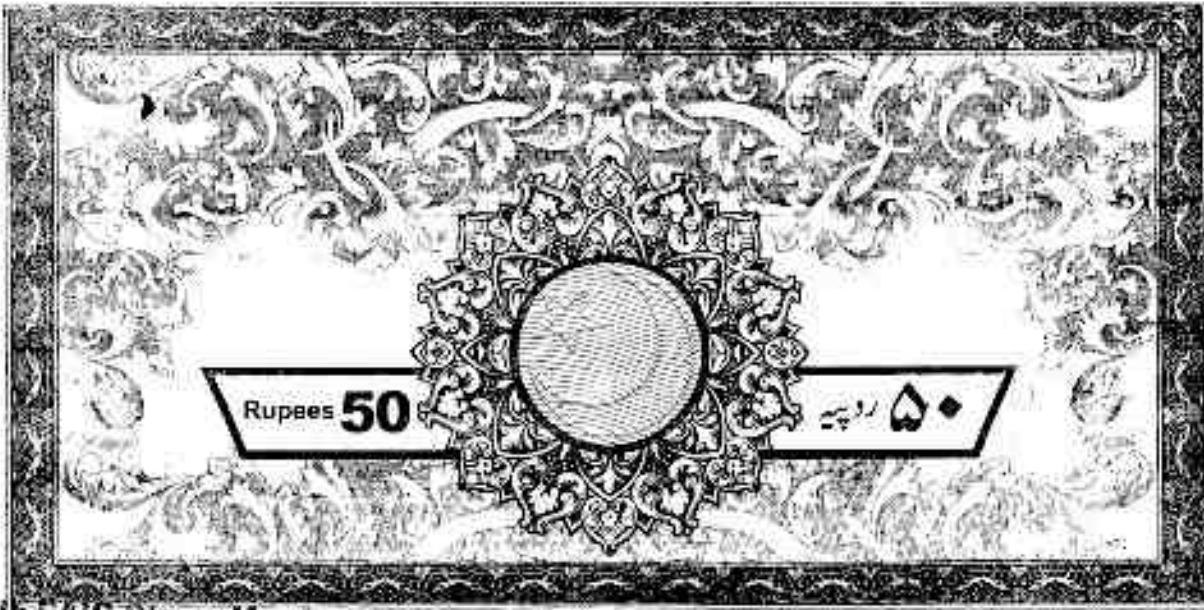
IN WITNESS WHEREOF the parties here to have hereunto set their respective hands and seals and ears first above writing.


 M/s. Mukhtar Enterprises
 CONTRACTOR


 Executive Engineer (GDC)
 KW&SB


 S.E-I (BWSC)
 KW&SB


 Chief Engineer (B.T)
 KW&SB



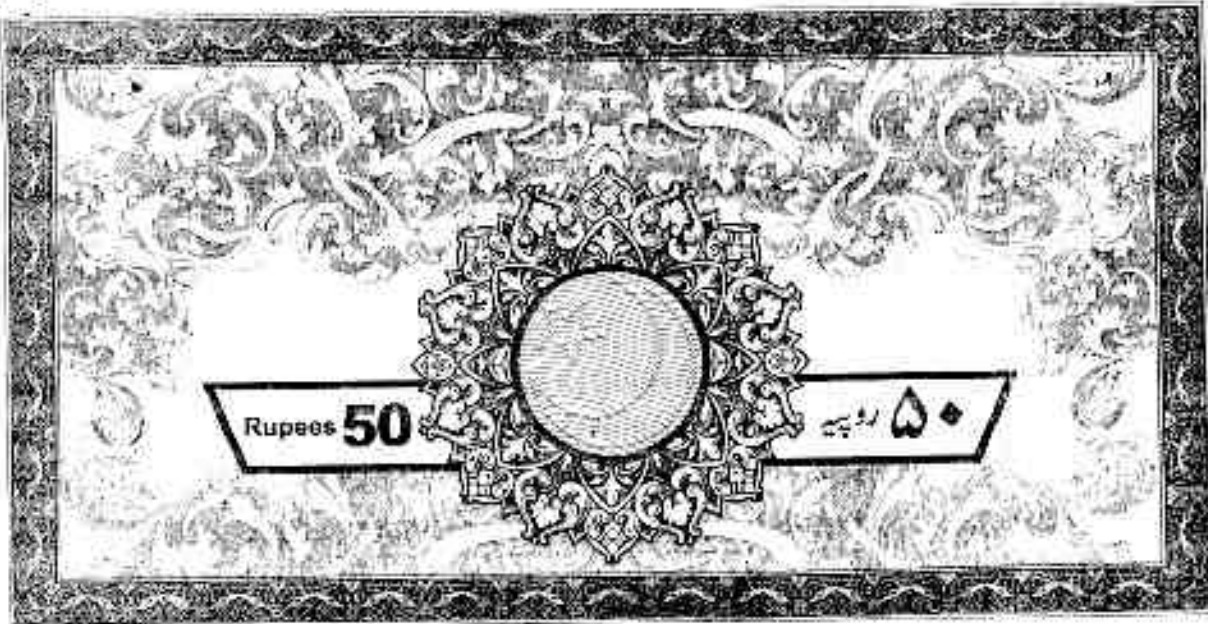
AMIR DAIG Stamp Vendor

Licence No. 09, Shop No. 16, Block-24,
Larks Place Gulshan-e-Iqbal, Karachi
Near Civic Centre

NO. _____ DATE 20 OCT 2012
 SENDER'S ADDRESS _____
 THROUGH ADDRESS _____
 POST OFFICE _____ **ZALIM NEHMUD**
 VALUE PAID _____ Advocate
 SENDER'S SIGNATURE _____

M/S MARIAN ENT 7, 09, 975 /
GDC

334483



ANF DANG Notary Member
 Licence No. 09, Stamp No. 16710/2012
 Karim Plaza Dushanbe - Tajikistan
 Date of Issue: **20 OCT 2012**
 No. **031017**
 ISSUED TO: **ZAHID MEHMOOD**
 THROUGH: **Z. Advocate**
 PURPOSE: _____
 VALUE: _____
 STATE: _____

M/S
 Soc Makhtar ENT : 7109,9555



KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE EXECUTIVE ENGINEER

GHARO DIVISION CIVIL

Block-B, 9th Mile Shakra-e-Faisal, Karsaz, Karachi

TENDER DOCUMENTS

ISSUED TO M/S. Mulchitar Enterprises.

VIDE RECEIPT NO. 69 DATED: 26-6-2012


TENDER CLERK

- 1 Name of Work : Finance Department
K. W. & S. B. REPAIR / MAINTENANCE &
RENOVATION OF INSPECTION
BUNGALOW GHARO (OLD)
- 2 Quoted Amount : Item Rate Basis
- 3 Date of Opening & Time : 27-06-2012 at 11:00 am & 11:30 am
- 4 Time allowed for Completion : 30 Days
- 5 Earnest Money : 2% of the Quoted Amount

GENERAL TERMS & CONDITIONS FOR THE GUIDANCE OF CONTRACTORS

- 1) Tender will be opened in the office of Chief Engineer (IPD) / Convener of Procurement Committee-I at 9th Mile Office Block-B Karachi on 27-06-2012 at 11:30 am.
- 2) The Specification, drawing and details can be seen in the office of E.E (GDC), KW&SB.
- 3) The authority shall have the right of rejecting all or any of the tender and will not be bound to accept the lowest Tender.
- 4) The Rates quoted by the Contractor will be treated acceptable within 120 days from the date of opening of the tender.
- 5) Schedule of work to quote the rate is enclosed herewith.
- 6) All SPPR Rules is applicable on the contract.


EXECUTIVE ENGINEER
(Gharo Division Civil), KW&SB

KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE EXECUTIVE ENGINEER
GHARO DIVISION CIVIL

TENDER DOCUMENTS

Name of Work: REPAIR / MAINTENANCE & RENOVATION OF INSPECTION BUNGALOW GHARO (OLD)

Item No	Description	Quantity	Rate	Unit	Amount
1	Scraping, rubbing, cleaning oil bond distemper, plastic paint snowcem i/c removal of rubbish etc. Complete as per direction of Engineer Incharge.	24426.57 Sft	219	%Sft	53494
2	Distemping two coats	19285.14 Sft	341	%Sft	65762
3	1/2" thick cement plaster 1:4 on wall and columns etc. in basement plinth, mazzanine and ground floor i/c making edges & corners etc.	2434.24 Sft	1195	%Sft	29040
4	Dismantling C.C. Floor upto 2" in basement plinth and ground floor i/c disposing off the materials as directed by the Engineer Incharge.	4484.75 Sft	382	%Sft	17132
5	P/L floor 2" thick 1:2:4 using graded screened bajri 3/4" and downgauge in ground floor laid in pannels i/c form work and its removal, consolidation, finishing, curing etc. Complete	4484.75 Sft	2445	%Sft	1,09652
6	P/L in patches in roof plastic bitumine No.3 or 4 @ 30 lbs with 1.5 Cft of Coarse sand %Sft over a coat of light diesel oil priming @15 lbs %Sft light ramming with thappies etc. Complete	4484.75 Sft	1031	%Sft	46238
7	P/F Nyloon wire guage of 22 gauge and 144 mesh per sq. inch with best quality deodar wood bedding 1 sq. inch in section of approved design with iron screw over existing frame.	1400.00 Sft	40	PSft	38000
8	P/F Aluminium wire guage of of 22 gauge and 144 mesh per sq. inch with best quality deodar wood bedding 1 sq. inch in section of approved design with iron screw over existing frame.	1400.00 Sft	48	PSft	67200
9	Painting doors and windows any type (two coats).	5141.00 Sft	857	%Sft	44058
10	Supplying and stacking approved garden soil (sweet earth) free from Salt, Pebbles, and grass root etc. i/c all lead and lift.	9900.00 Cft	1502	%Cft	1,48698
11	Spreading approved gardne soil (Sweet earth) in uniform thickness i/c mixing and breaking clods, dressing fine for grassing i/c disposal off rubbish with three chain.	9900.00 Cft	177	%CR	17523

TENDER DOCUMENTS

Name of Work: **REPAIR / MAINTENANCE & RENOVATION OF INSPECTION BUNGALOW GHARO (OLD)**

Item No	Description	Quantity	Rate	Unit	Amount
12	Supplying and stacking well decayed cow dung manure from approved source i/c all lead and lift.	5100.00 CR	982	%CR	5082
13	Spreading cow dung manure and mixing the same upto depth in the prepared bed i/c breaking clods dressing fine for grassing i/c lead of 3 chain.	5100.00 CR	99.50	%CR	5079
				TOTAL	7,099.53

I / We hereby quoted the amount Rs. Seven lac nine thousand nine hundred and fifty three only for execution of work and I / We hereby undertaking to accept all the clauses of SPPR-2010 and comply the Rules of KW&SB.


 Executive Engineer (GDC)
LAL MUHAMMAD SAMOO
 EXECUTIVE ENGINEER
 GHO Division (C)
 K W & S B


 Signature of Contractor
 With Name of Firm & Seal

Address: C-22 Sakin APB

Contact # 69999970
KARACHI

1. Tender Received in Sealed Cover and open by Tender Procurement Committee-I.
2. No Cutting or overwriting found/cutting Or overwriting found.
3. Contractor has enclosed Earnest Money in shape of Pay Order / Bank Guarantee.

Rs. 1400/- + 200/- Drawn on HBL + HBL

Dt. 27/6/12 + 15/6/12 P.O. No. 6991299 + 3591514

4. Quoted Amount @ 709953/-

5. Cost after rebate Seven lac nine thousand nine hundred and fifty three only

Account Officer (B) [Signature] S.E (D&E) [Signature] S.E (BWS) [Signature]
 Chief Engineer (B) [Signature] Chief Engineer (PSD) [Signature]
 27/6/12

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

Standard Bidding Document is intended as a model for measurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to measurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- (a). Name of Procuring Agency GHARO DIV. CIVIL KW&SB
- (b). Brief Description of Works REPAIR & MAINT. & RENOVATION OF I/B GHARO NEW
- (c). Procuring Agency's address:- BLOCK B-9TH MILE KARSANZ NEAR AWAMI MARKAZ
- (d). Estimated Cost:- RS. 6,77,480/-
- (e). Amount of Bid Security:- 2% OF BID COST (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):- 90 DAYS (Not more than sixty days)
- (g). Security Deposit:- (including bid security):- 10% INCLUDING BID SECURITY
(in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :- 1 1/2 % WATER CHARGES 6% I/TAX
- (i). Deadline for Submission of Bids along with time :- 27/6/2012 AT 2:30 P.M.
- (j). Venue, Time, and Date of Bid Opening:- 27/6/2012 AT 2:30 P.M.
- (k). Time for Completion from written order of commence:- 30 DAYS
- (L). Liquidity damages:- 1% per day. (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No; Date; Amount: (in words and figures)


(Executive Engineer/Authority issuing bidding document)

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) to forfeit the security deposit available except conditions mentioned at A (ii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

- (A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

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

- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract, if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause-18: Financial Assistance /Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause-19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause-20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.



Divisional Accountant

Contractor



Executive Engineer/Procuring Agency



KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IP&D)

BID EVALUATION REPORT

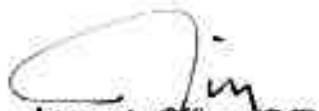
1	Name of Procuring Agency :	KARACHI WATER & SEWERAGE BOARD
2	Tender Reference No:	SPPRA Serial No.13186 I.D No.8801/2012.
3	Tender Description/Name of Work/Item:	REPAIR / MAINTENANCE & RENOVATION OF INSPECTION BUNGALOW GHARO (OLD)
4	Method of Procurement:	Single Stage (One Envelop)
5	Tender Published:	Through Web Site
6	Total Bid Documents Sold:	02 Nos
7	Total Bid Received:	01 No
8	Technical Bid Opening Date (if applicable):	N/A
9	No. of Bid Technically Qualified (if applicable)	N/A
10	Bid (s) Rejected:	NIL
11	Financial Bid Opening Date:	27-06-2012

12 BID EVALUATION REPORT

S #	Name of Firm / Bidder	CORRECTED COST BY THE BIDDERS	RANKING IN TERMS OF CDST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE/ REJECTION	REMARKS
1	M/s.Mukhtar Enterprises	Rs.7,09,955/-	1 st Lowest	@4.793% Above	Substantially Responsive	P.O Attached


The concerned bidder is being informed accordingly.


M/s.Mukhtar Enterprises was declared as the single lowest responsive bidder.


Accounts Officer (B.T)
Member / Secretary


S.E (BWSC)
Member


S.E (Design & Estimate)
Member


Chief Engineer (B.T)
Member


Chief Engineer (IPD)
Convener 28/6/2012

Office
2353
17/10/12

NOTE SHEET

(8-)

C.E. No. 7.09.755

Para

SUB: REPAIR / MAINTENANCE & RENOVATION OF INSPECTION BUNGALOW GHARO (OLD)

It is submitted that the above noted tender were called through SPPRA's Website and opened on 27-06-2012 and Procurement Committee-I recommended for approval at Para-31/N5 and case was sent to Finance Department for concurrence but finance department has raised the observations at Para-44/N, hence the re-appropriation of fund of Rs.6,00,000/- has been suggested from H/A 6014-16 for approval.

In this connection, it is intimated that the tender were opened on 27-06-2012 and 90 days has already been expired on 24-09-2012 but file is not matured due to late start the Budget for the year 2012-2013, hence 30 days extension upto 24-10-2012 may also be got extended from Competent Authority.

In view of the above, it is therefore requested that the following approval may please be obtained from M.D. KW&SB:

- i. Approval of the recommendation of the Procurement Committee-I at Para-31/N5.
- ii. Approval of re-appropriation of fund as per Form B-20.
- iii. 30 days extension in bid validity period upto 24-10-2012 may also be got approval from M.D. KW&SB.


Executive Engineer (GDC)
KW&SB

S.E-I (BWSC)

Forwarded for approval of para 5.2/N of P-Y as requested by EE GDC

C.E (BT)

Approval as per para 5.2.5.3/N as requested by EE (GDC) & SE (BWSC) may please be obtained from M.D. KW&SB

DMD (T.S)

Approval as requested by = C.E (BT) at para 5.4/11 = please be recorded

The MD (KW&SB)

Approved as proposed vide Para 55/N above -


M.D. KW&SB
15/10/12

S0
S1
S2

S3

DATE
TIME
55