SINDH PUBLIC ORICUREMENT REGULATORY AUTHORITY

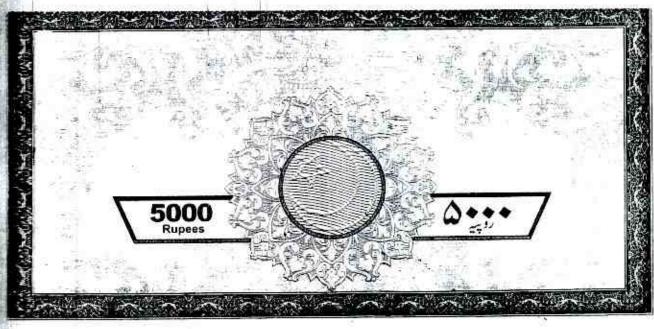
CONTRACT EVALUATION FORM

	Name of the Organization	Project Directorate, Shaheed Mohtarma Benazir Bhutto Town,
2 F	Provincial/Local Government	Local Government Internal Development Works (Block-20) at
	Title of Contract	Benazir Town, Deh Mandiari, Karacrii
4	Tender No:	Internal Development Works (Block-20) at
5 I	Brief Description of Contacts	Benazir Town, Den Mandian, Karacin
e .	Forum that approved the Scheme	DDWP
7 Table 11 Va	- I F-timotod Value	Rs. 7,35,79,620/-
7	Engineering Estimate (For Civil works only)	Rs. 7,35,79,620/-
8	Estimated Completion period	10 Months
	T - der engeled on (date & time)	06 th December, 2012 (2.00 PM)
10	Numbers of Tender documents sold (attach list)	03 Nos
	tt. f Dide Deceived	03 Nos
12	No of Bids Received No of bidders Present at the time of Opening	List enclosed
	NO OF Diagram Percet (Attach conv)	T- sleeped
14 15	Bid Evaluation Report (Attach copy) Name & Address of successful Bidder	M/s. Muhammad Siddiq & Brothers, B-620, Mustafabad, North Nazimabad, Karachi.
	The second pulses	Rs. 7,32,91,430/-
16	Contract Award Price	1 st Lowest
17	Ranking of Successful Bidder in Evaluation Report (i.e. 1 st , 2 nd , 3 rd , Evaluated Bid)	
18	Method of Procurement: a) Single stage One envelope procedure. b) Single State Two Envelop procedure. Two stage hidding procedure.	Single Envelope procedure
=	Two state Two envelop procedure.	Project Director, SMBBT.
19 20	Approving Authority for Award of Contract. Whether Procurement was included in Annual	
	Procurement Plan	Through Press
21	Advertisement SPPRA Website News Papers	10018/2012 Daily Express, Kawish, News, Dawn dt 19 ^{tt} Nov 2012.
		Demostic/Local
22	Nature of Contract	- Lidding method Was
23	Whether Qualification criteria was included in	used.
24	Whether evaluation criteria bid was included in	0
25	- Compatent Authority Was	S Tes

26	Was bid Security Obtained from all the bidders.	Yes
27	Whether the successful Bid was lowest Evaluated Bid ?	Yes
28	Whether the Names of the Bidders was Technically complaint?	Yes
29	Whether the Names of Bidder & other Quoted Prices were read out at the time of opening of bids?	Yes
30	Whether Evaluation Report was Given to bidders before award of contract ?	Yes
31	Any complain received ?	Yes
32	Any deviation from specifications given in the tender Notice/documents ?	Yes
33	Was the Extension made in response time?	Yes
34	Any Deviation from Qualification Criteria?	Yes
35	Was it assured by the procuring criteria?	Yes
36	Was a visit made by any Officers/Officials of the procuring agency to the supplies premises in connection with the procurement? Details to be ascertained regarding finances of visit if Abroad?	No
37	Were proper safeguard provided on Mobilization advance Payment in the contract (bank guarantee etc)	NA .
38	Special condition if any?	NA
39	Date of Award of Contract	18-03-2013
40	Signature & Official Stamp of Authorised Officer	PEC-IN, SMBBT

For Office Use only

THE PART MANAGEMENT THE ANGLES



42101-3631146-11 42101-3631146-11 18-3-13 Agresses 73-13 Agresses 73-13

CONTRACT AGREEMENT

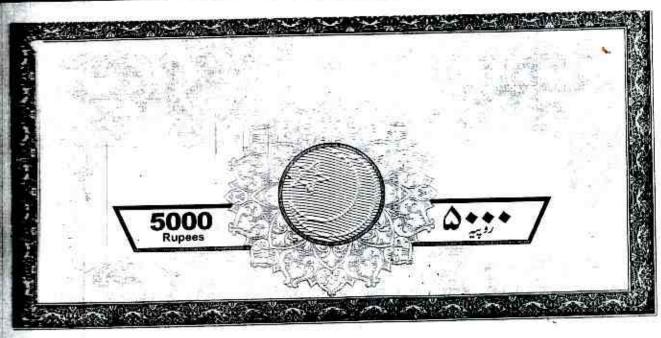
THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the day March of (month) 2013 between Project Directorate. Shaheed Mohtama Benazir Bhutto Towns (hereafter called the "Procuring Agency) of the one part and M/s. Muhammad Siddique & Bros, House # B-620, Mustafa Abad, North Nazimabad, Karachi, (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works viz Construction of Internal Development Works (Block 20) at Benazir Town, Deh Mandiari, Keamari Town, Karachi (Contract Package # SMBBT/KAR/INF-021) should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects therein.

NOW this Agreement witnesseth as follows:

- In this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the condition of Contract hereinafter referred to.
- That following documents after incorporating addenda, if any except those parts relating to instructions to bidders shall be deemed to form be read and construed as part of this Agreement viz :
 - The Contract Agreement.
 - b. The Letter of Acceptance.
 - The completed Form of Bid.
 - Special Stipulations (Appendix A to 3id)
 - e. The Special conditions of Contract Part-III
 - The General Conditions.
 - The priced Bill of Quantities (Appendix D to Bid)





The completed appendices to Bid (B,C E to L)

The Drawings.

John The specifications

(any other)

- 3. In consideration of the payments top be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects Therein in conformity and in all respects with the provisions of the Contract.
- 4. Procuring Agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month year first before written in accordance with their respective laws.

Signature of Contractor)

Witness:

Signature. - 3/2mcC

(Signature of Procuring Agency)

2. Signature Same Name of Firm

1/2

CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS - BLOCK-20 BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBI/KAR/INF-021

BILL OF QUANTITIES

SUMMARY OF BILLS

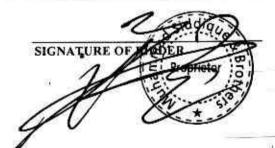
	DESCRIPTION	TOTAL (Rs.)
- 1	ROAD WORKS	20472450 =
)	SEWERAGE	33643750/2
	WATER SUPPLY	33643750/2
	TOTAL COST OF PROJECT	732-91430
		47
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	INITIAL E Proprietor	
	Me of the second	t extends to
	KIN 2012	
		*
	1 / 7	3/1-
1	XV-2612	1 de 15/32 sur -
/ z	Ju 26/12 /	Parls 03/12 04/1 =
1	Jourse 12	Parts 000 -
1	June 12 proprietor 3	Part 0312 000 -

CONSTITUTE OF INTERNAL DEVELOPMENT WORLDS - BLOCK BENAZIR TOWN, DEH MANDIARI, KAUS OFFI CONTRACT PACKAGE NO : SMBBT/KAUS - SSF-221

BILL OF QUANTITIES

ltem#	Item Description	Unit	Estimated Qtty.	Rate	Amount
101	Clearing & Grubbing	Sq.ft.	490,300	1/50	135439
101	Compaction of Natural Ground	Sq.ft.	490,300	1/34	133456
tuoa	Excavate Unsuitable Common Material	Cu.ft	2,800	3/50	3500
ազե ն)	Excavate Unsuitable Material in all type of Rock Material	Cu.ft.	5,600	15/00	24114
108a	Formation of embankment from roadway Excavation in common material	Cu.ft.	11,200	3/50	39200
1086	Formation of Embankment from roadway Excavation in all type of Rock matrial	Cu.ft.	5,600	16 fiv	39200/2 39200/2 39300/2 29600/2
108c	Formation of Embankment from borrow Excavation in common material	Cu.ft.	1,244,500	7/10	2711520
109a	Sub grade preparation in earth cut	Sq.ft.	55,850	3/0	167550
201	Granular Sub-base	Cu.ft.	158,020	20/0	3160 GB
206Ь	Water Bound Macadam Base with Coarse Aggregate Class B	Cu.ft.	149,900	2.5/w	37475
104a	Single Surface Treatment including Bitumen prime coat	Sq.ft,	299,800	10/ω	2998100

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CONSTRUCTION OF INTERNAL DEVELOPMENT WITHIN - BLOCK-20 BENAZIR TOWN, DEH MANDIARI, KARACIII CONTRACT PACKAGE NO: SMBBT/KAR/INF-021

Bill No.2 : SEWERAGE

tem. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	PART-A (Schedule Items)*				
1	EXCAVATION				
1.1	Excavation for pipe line in trenches, and pits in all kind of soils i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the Engineering Incharge, providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift upto 5			T	757365t
	0'-0" to 5'-0"	Cu.ft	152,910	15/0	7213
.2	Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers incharge providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft 0'-0" to 5'-0"	Cu.ft	65,540		983160
ı	BACKFILLING			e	
	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete in all respect as per drawing and approval of the Engineer Incharge. DEWATERING Dewatering of trenches including cost of all labour,	Cu.ft	202,050	4/00	808200
THE PERSON	material and equipment/machinery POL required for dewatering of trenches, also including the cost of disposal of water to suitable place etc complete in all respect as per specification and directed by the lingineer Incharge (provisional).	Days	30	Seclar	1.50ce f

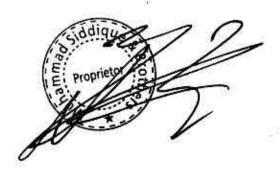
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CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS - BLOCK-20 BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR/ INF-021

m. L	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	CONSTRUCTION OF MANHOLE				
ı	EXCAVATION				9
	Excavation for tanks and reservoir in all kind of soils		W 89		
	i/c trimming and dressing sides to true				
	alignment/design section/ profiles and shape,				
	leveling of beds of trenches to correct level and				
	grade i/c laying of earth in 6" layer for construction				
	of banks and dressing and disposal of surplus earth.				
	with in a one chain as directed by the Engineering				
	Incharge, providing fence guard light flags and				
	temporary crossing for non vehicular traffic where				
	ever required lift upto 5 ft (1.52 m) and lead upto one chain (30.5 m)		V 1	88900	con 350
	0'-0" to 5'-0"	Cu.ft	61 200	9150	387
	U-0" to 5-0"	Cu.n	61,300	1	58235
è	CONCRETE WORK			(0)	II.
	Cement concrete plain including placing			T.	
	compacting, finishing and curing, complete			1	1
	(including screening and washing of stone aggregate			art	2. 25
	without shuttering. (Ratio 1:4:8)	Cu.ft	1,710	133/10	2-36-25
				J	
1	Reinforced cement concrete work including all				
	labour and material except the cost of steel			1	
	reinforcement and its labour for bending and binding		1		
	which will be paid seperately. This rate also includes all kinds of forms moulds lifting shuttering curing				
	rendering and finishing the exposed surface			V.	
	(including screening and washing of shingle).RC		0 1		
	work in roof slab, beams, columns -rafts. Lintels and		li V		
	other structural members laid in situ or precast laid				10
	in position completed in all respected.Ratio (1:2:4)				
	90 Lbs cement 2Cft sand 4Cft shingle 1/8" to 1/4"		Y.	1	
	gauge complete in all respect, as per specifications &				
	relevant drawings and all works to the entire				· · · · ·
	satisfaction of the Engineer. (Ratio 1:2:4)	20224 (20	352235283	240/m	609240
	Wall/Bed	Cu.ft	25,410	7770	

Contd....





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CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS - BLOCK-20 BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO : SMBBT/KAR/ INF-921

ltem. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
4.4	BITUMEN COATING Bitumen coating to plastered or cement concrete surface, complete in all respect, as per specifications & relevant drawings and all works to the entire satisfaction of the Engineer. STEEL REINFORCEMENT	Sft.		.s/a	135754
	Providing and fabrication of steel reinforcement for cement concrete, including cutting, bending, laying in position, ranking joints and fastenings, including cost of binding wire and labour charges for binding of steel reinforcement (also includes removal of rust from bars). The rate includes wastage, overlaps and chairs etc. Deformed bars (60,000 psi). b) Using Tor Bars	kg	1.300	120/4	1.56000
		245 0 0	HAMAGAA	. /	1 '
	WATER STOPPER Providing "expansion joint" in concrete work of 9" wide corugated PVC water Stoper (with Bulb) i/c Soldring cost of matrial and labour etc. complete.				, cal
4.6	Manufacturing and supply RCC manhole covers cast in 1:2:4 concrete ratio using SRC, 3 inch deep at center reinforced with 3/8" dia tor steel bars at 4" c/c welded to 1/8" thick 2.5 inch deep M.S plate including curing stacking and transportation with in 10 miles.	R.ft	150	4sopo	142.500/
100	a) 21" dia	Each	255	1400/00	357000
5	Sub-Total (Part-A)				1120630





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BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR/ INF-021

ttem. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
1,3	PART-B (Non - Schedule Items) EXCAVATION Add for extra lift of every 3ft of part there of in item of all kinds of excavation 5ft to 8ft	Cu.ft	9,300	2/0	18600/2
4.1	GRANULAR BEDDING Providing, spreading, and consolidating of granular			f)	
	bedding material of approved quality including watering etc .complete in all respect as per drawings and specification and as directed by the Engineer Incharge.	Cu.ft	21,100	10/10	211000/2
5 5.1	RCC PIPES Providing RCC pipe of ASTM C-76-62T/C-76-70 with rubbering class-II wall B and fixing in trenches including cutting fitting and jointing with rubber rings including testing with water to specified pressure. (Using SR Cement)			15 25/4	16437259
	8in dia RCC 6in dia RCC(HOUSE CONNECTION)	Rft Rft	13,310 4,400	sede	16437850 22 0000
6	CONSTRUCTION OF INSPECTION CHAMBER Construction inspection chamber of size 2'x2'x2.5' including RCC cover and frame as per drawing and specification also including Cost of material excavation of earth, backfilling, formwork, disposasal			k)	
		No.s	165	12000 Ja	297000
	Sub Total of Part of "B"		2183745		
	Sub Total of Part of "A"				1180630
	Total of Part of "A" and "B"				227127
	Total Bill No.2: SEWERAGE				33643/

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CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS - BLOCK-20 BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR/ INF-021

	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
Ī	PART-A (Schedule Items)				
	EXCAVATION				
	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers incharge providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5	518		isto	249075
9	ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	166,050	15/0	, ,
	Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth within a one chain as directed by the Engineers incharge. Providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft		15/w	1067400
	SAND BEDDING			01	
	Supply/Stacking and filling sand of approved quality from out side sources in foundation trenches including dressing, watering & consolidation	Cu. ft	27,690	6/10	166140/
	BACKFILLING Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete in all respect as per drawing and approval of the Engineer Incharge.	Cu. ft		*	231840
	PIPES (uPVC)			1.	
	Providing uPVC pipes fixing in trench i/c cutting fitting and jointing with rubber ring (Z- joint) i/c testing with water to head 91.5 meter or 300 ft.			Lide	591765°
	3" dia (Class C)	R ft.	14,610	405/00 500/00	Vin Cool
	4" dia (Class C)	R ft.	9,650	300 M	46236

Contd....





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CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS - BLOCK-20 BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR/ INF-021

lem. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	PART-A (Schedule Items)			•	
•	FITTINGS (uPVC) Providing and fixing ,uPVC Bell End fitting with rubber ring (Z-joint), with no welded joint, compatible to BSS etc in trenches to correct alignment and grade complete in all respect as indicated in the drawing and specifications and all other accessories and equipment required for laying and jointing testing etc.				. 3
5.1	TEE (EQUAL & UNEQUAL)			2500 for	5000 = 19250 = 45000 = 15000 = 9000 =
1.1	4" X 4" X 4"	Nos	2	230012	10250
1.2	4" X 4" X 3"	Nos	11	175000	- lose
1.4	3" x 3" x 3"	Nos	45	1000100	4300-
1.2	END PLUG (Provisional)			110	15000 2
2.1	3" dia	Nos	50	300 0	Gast-
2.2	4" dia	Nos	30	300	90001-
6	THRUST BLOCKS				ļ.
-	Cement Concrete Plain in 1:2:4 using SRC, including placing compacting finishing and curing complete in all respect as per drawing and approval of the Engineer Incharge PIPE SURROUND	Cu. ft	385	200/4	77000/-
	Constructing of surround pipe and pipe support in concrete CC 1:2:4 using SRC, including cost of formwork and curing etc. complete in all respect as per instruction of engineer in charge and specification.	Cu. ft	6,180	100/w	612100
	Sub-Total (Part-A)				16026



Contd....

CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS - BLOCK-20 BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO : SMBBT/KAR/ INF-021

HILL NO.3: WATER SUPPLY

m. n.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	PART-B (Non - Schedule Items)				
	· ·				
B	REDUCERS	ramas		usola.	2000/2
1	4" X 3"	Nos	2	1000 Ju	
10	FLANGED ADOPTER	3000		. evole.	anceol>
1	4" dia	Nos	36	230c/~	1
8	GATE VALVES				1
	C.I Sluice Valve heavy duty pattern (test pressure 21.0				
	Kg/sq cm or 300lb/sq inch			- monolec	266000
1	4" dia	Nos	10	secol.	27
•	AIR VALVES				4951
	Air Valve double acting 3" X 1" imported	1		2500/0 2500/0 2500/0 2500/0	20000
1	3" dia	Nos	8	22	
	HOUSE CONNECTION			(75)	
1	Providing making, fixing & connecting water supply line				
	for house connection including testing, comessining,			11	
	excavation, road crossing, back filling complete as per				an Lec
	drawing, specafication or As directed by the Engineer.			DENDE	980400
	(Cross the road.)	Each	H4	8600 m	
2	Providing making, fixing & connecting water supply line				
	for house connection including testing, comessining,				(=500#180s)
	excavation, back filling complete as per drawing,			2001	980460
	specafication or As directed by the Engineer. (Along	Each	114	860010	12

e.	CONSTRUCTION OF VALVE CHAMBER				1
	Construction of Valve chamber 3'X 3' ft inside dimension				N.
	5' deep as per approved design for 4" dia pipe cast iron			100	1
	cover and fram (wt= 2Cwt qr fixed in RCC 1:1-1/2:3 slab				1
	6" thick (with 5lbs steel per cft) top i/c providing and				
	fixing MS foot rest every one foot beyond 2 1/2 ft depth				1
	curing excavation back filling and disposal of surpluse			1	1
	earth complete. Including Reinforcement cost ,Fair face			1	
	Steel form work etc, Complete in all respect and as per				LOCKE
	Drawing and specification.		202	35000/10	63000
-		Each	18		70.00
	Sub Total of Part of "B"				
	Sub Total of Part of "A"			W	160864
	Total of Part of "A" and "B"			n.	127.20
	Total Bill No.3: WATER SUPPLY				191692

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PROJECT DIRECTORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN OFFICE OF THE EXECUTIVE ENGINEER

Dated 18th March 2013.

No:EE/SMBBT/INFR-021/2013/37

M/s. Muhammad Siddiq & Brothers, B-620, Mustafaabad, North Nazimabad, Karachi.

WORK ORDER

Sub: CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS BLOCK 20, BENAZIR TOWN DEH MANDIARI, KEAMARI TOWN KARACHI (CONTRACT NO: INF 021)

With reference to the Letter of Acceptance for the subject work at a cost of to Rs. 7,32,91,430/(Rupees Seven Crore Thirty Two Lacs Ninety One thousand Four hundred thirty only) issued vide this Office letter No: EE/SMBBT/Infr-021/2012/25 dated 14th January, 2013, you are requested to make immediate arrangements to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e. (10) Ten months. The time allowed for completion of work shall be considered as the essence of contract.

Please note that the work should be carried out strictly in accordance with the drawing, design, specification, terms & conditions agreed to as per contract agreement of above mentioned work. In this connection please get in touch with the Resident Engineer of the consultant M/s. EA Consulting Pvt Ltd and Assistant Executive Engineer of this division.

The execution of work and quality control shall be supervised by the consultant M/s. EA Consulting Pvt Ltd and payment towards work done shall be released after verification of bills by the consultant.

In case you failed, to commence the work within (14) fourteen days from the date of issued of this letter, action under relevant clauses of the contract agreement shall be initiated against you.

PC-III SMBB1
Government of Sindh

Copy to the:

The Director (F&A), SMBBT.

2. The Chief Engineer, SMBBT.

The Superintending Engineer, SMBBT.

4. The Consultant M/s. EA Consulting Pvt Ltd.

PS to Project Director, SMBBT.



BID EVALUATION REPORT

Name of Agency

Project Directorate, Shaheed Mohtarma Benazir

Bhutto Town.

Tender Reference No

Infra-021

Tender description/Name of

Internal Development works of (Block 20)

Work.

(Water Supply Sewerage & Roads) at Benazir

Town, Deh Mandiari, Karachi.

4 Method of Procurement

Single Stage Single Envelop procedure

Tender published

The Daily Express, Kawish, News dated 19th Nov 2012.

SPPRA I.D :10018/2012.

6. Total Bid sold

03 Nos

1

.

.

Total bid received

03 Nos

Technical Bid Opening date

Not Applicable

No of Bid technically qualified

Not Applicable.

10. Bid(s) Rejected

Nil

11. Financial bid opening date

06th December 2012.

12. S.#	Bid Evaluation R Name of Firm/Bidder	Cost offered by Bidder	Engineer's Estimate	Comparasion of Estimated Cost	Ranking in term of cost	Reasons for acceptance /rejection
4	2	3	4	5	6	7
01	M/s. Muhammad Siddige & Brothers	Rs.7,32,91,430/-	7,35,,79,620/-	0.39 % Below	1 st Lowest	Accepted being 1 st lowest
02	M/s. Ghulam Muhammad Baber & Brothers	Rs. 7,35,90,325/-		0.01 % Above	2 nd Lowest	
03	M/s. Allah din & Brothers	Rs.7,38,25,444/-		0.33% Above	3 rd Lowest	1

Executive Engineer (D/E) (Member) Executive Engineer Sch-36, KDA (Member)

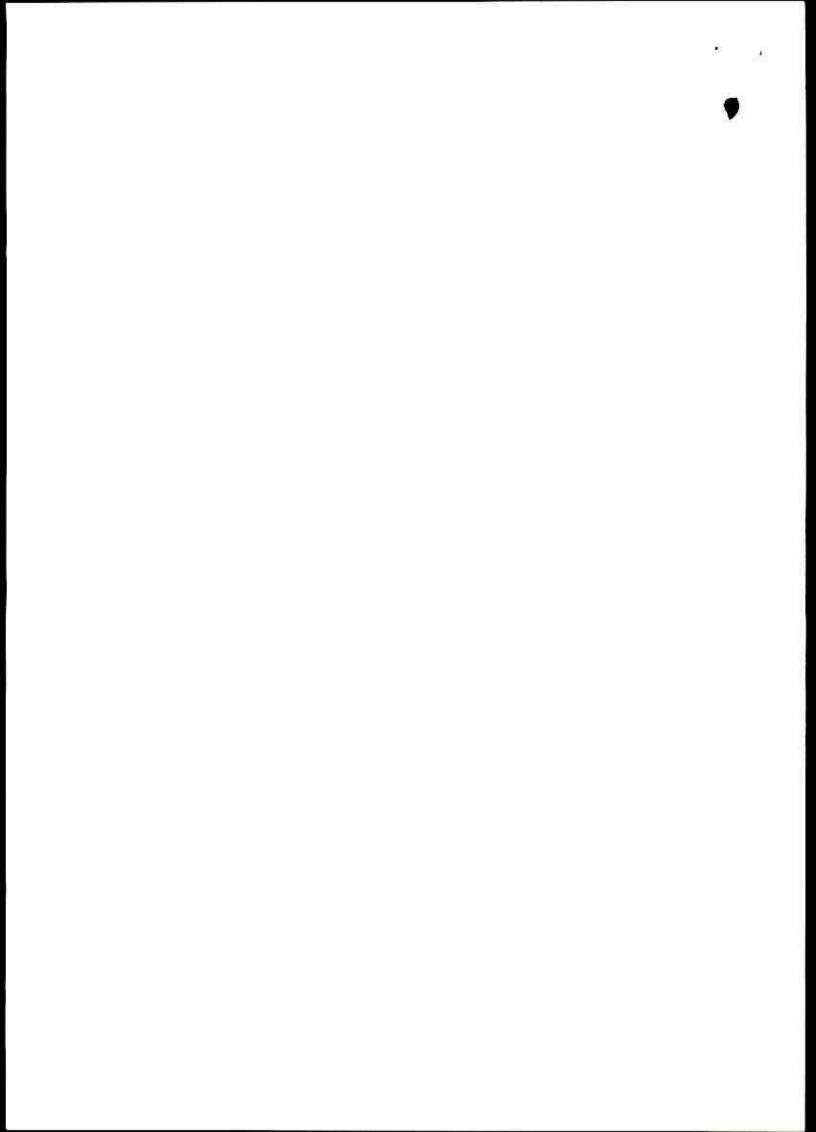
Deputy Director (F&A) SMBBT (Member/Secretary) Director (F&A) SMBBT, Chairman

Executive Engineer

SMBBT. (Member)

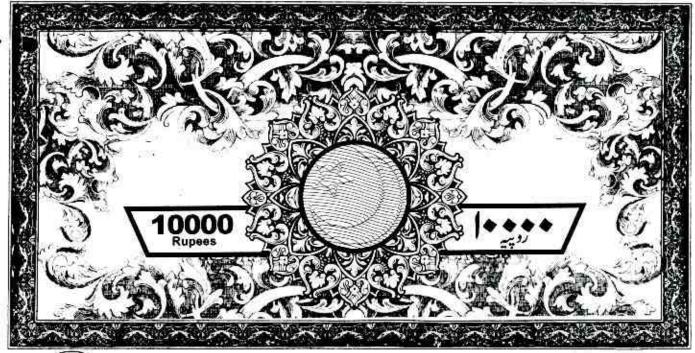
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY CONTRACT EVALUATION FORM

1	NAME OF THE ORGANIZATION	Project Directorate, Shaheed Mohtarma Benazir Bhutto Town in Sindh
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh.
3	TITLE OF CONTRACT	Internal Development Works of Block No.25 (Water Supply, Sewerage & Roads) at Benazir Town, Deh Mandiari, Karachi.
4	TENDER NO	INF-025
5	BRIEF DESCRIPTION OF CONTRACT	As Above
6	FORUM THAT APPROVED THE SCHEME	PDWP, GOS
7	TENDER ESTIMATED VALUE	Rs.1,40,55,501/-
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs. 1,37,18,289/-
9	ESTIMATED COMPLETION PERIOD	180 days
10	TENDER OPENED ON (DATED & TIME)	6th December, 2012 at 14.00 hours.
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	Three (03) Nos.
12	NUMBER OF BIDS RECEIVED	Three (03) Nos.
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	Three (03) Nos.
14	BID EVALUATION REPORT (ATTACH A COPY)	Yes (Copy attached)
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Fatima Engineering Company Banglow No.C-6/A, 13-D/3, Baloch Goth, Gulshan-e- Igbal, Karachi.
16	CONTRACT AWARD PRICE	Rs. 1,40,55,501/-
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.e 1ST, 2ND, 3RD EVALUATED BID)	1st Lowest Evaluated Bid
18	METHOD OF PROCUREMENT a). SINGLE STAGE ONE ENVELOPE PROCEDURE b). SINGLE STAGE TWO ENVELOPE PROCEDURE c). TWO STAGE BIDDING PROCEDURE d). TWO STAGE TWO ENVELOPE PROCEDURE	Single Stage One Envelope (Local)
19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT
20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	N/A
21	ADVERTISEMENT SPPRA WEBSITE NEWSP APERS	Dated 09-06-2012 SPPRA ID No.10018/2012 Daily The News, Kawish & Sindh Sujjag dated 16-11-2012 & Express dated 17-11-2012
22	NATURE OF CONTRACT	Domestic / Local



23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS	Yes (Copy Enclosed)
24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS	Yes (Copy Enclosed)
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING	Open Competitive Bidding Method was used
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT	Yes
29	WHETHER THE NAMES OF THE BIDDERS THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT	Yes(Copy Enclosed)
31	ANY COMPLAINT RECEIVED	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME	No
34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED	Yes
36	WAS A VISIT MADE BY ANY OFFICER / OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD	No
37	WERE PROPER SAFEGUARD PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)	On submission of Bank Guarantee from Schedule Bank of Pakistan.
38	SPECIAL CONDITIONS IF ANY	No
39	DATED OF AWARD OF CONTRACT	25-02-2013
40	SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	Executive Engineer SMEET (Board of Revenue) Government of Sindh





CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the day of Letter (month) 2013 between Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the Procuring Agency) of the one part and M/s. Fatima Engineering Company, Banglow No. C-6/A, 13-D/3, Baloch Goth, Gulshan-e-Iqbal, Karachi (hereafter called the "Contractor") of the other part.

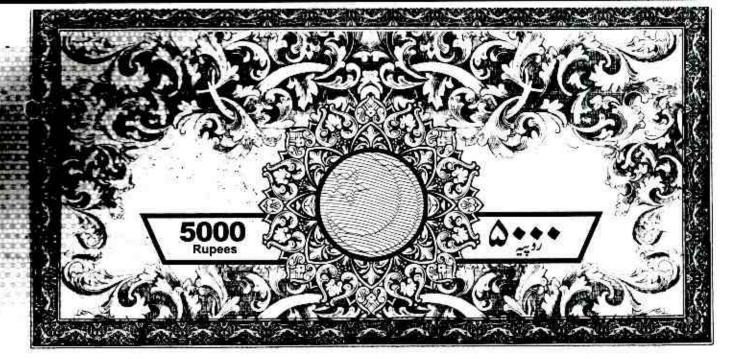
WHEREAS the Procuring Agency is desirous that certain works viz INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD) AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/INF-025.) Should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects therein.

NOW this agreement witnesses as follows.

- In this agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- That following documents after incorporating addenda, if any except those parts relating to.
 - The Contract agreement.
 - b. The Letter of Acceptance.
 - c. The completed Form of Bid.
 - d. Special Stipulations (Appendix A to Bid)
 - e. The Special Conditions of Contract Part-II
 - f. The General Conditions Part-I
 - g. The priced Bill of Quantities (Appendix D to Bid)

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- h. The completed Appendices to Bid (B,C,E to L)
- i. The Drawings
- j. The specifications
- k. _____ (any other)
- In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity an in all respects with the provisions of the Contract.
- 4. Procuring Agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month year first before written in accordance with their respective laws.

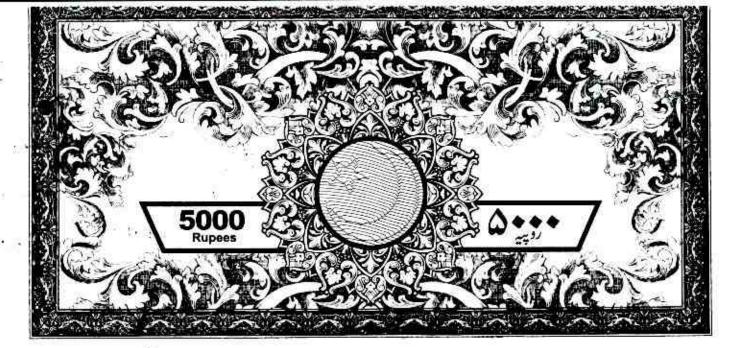
(Signature of Contractor)

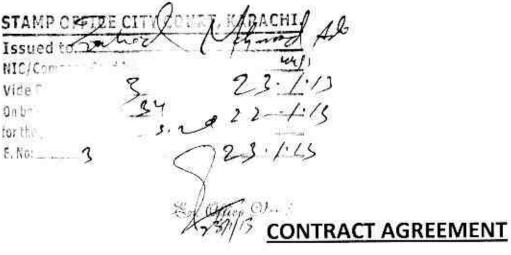
(Signature of Procuring Agency)
Seal

Witness:

Ŧ,	Signature.		2. Signature	
	Name of Firm		Name of Firm	
		Contractor.\	E.E.	





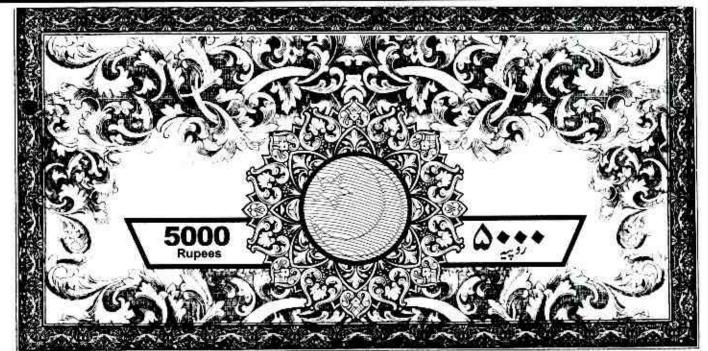


INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD WORK) AT BENAZIR BHUTTO TOWN, DEH MANDIARI, KARACHI.

M/S. FATIMA ENGINEERING COMPANY

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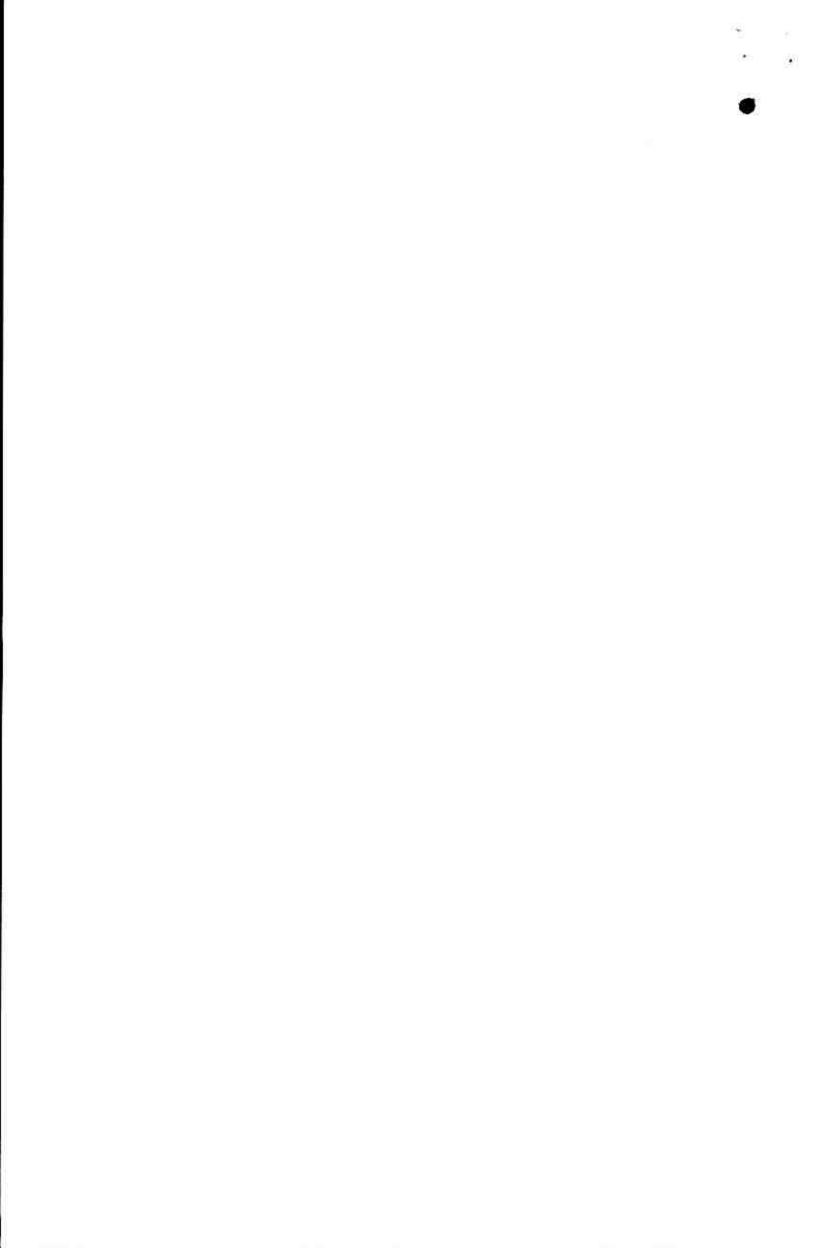
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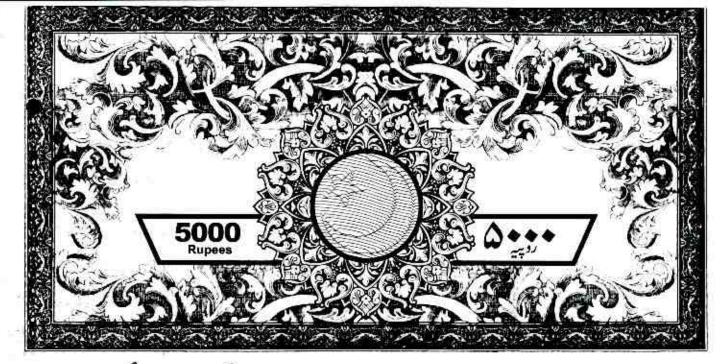
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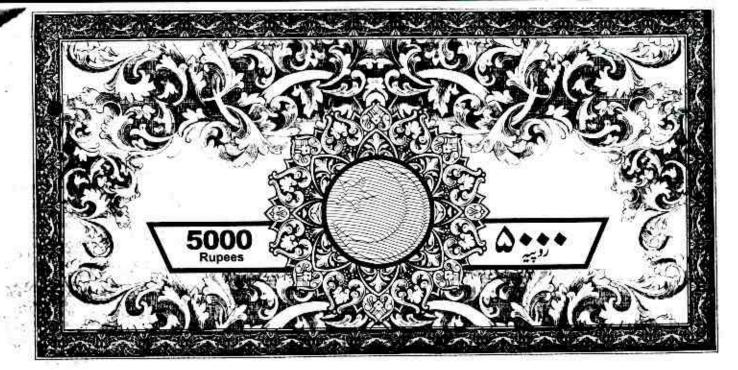
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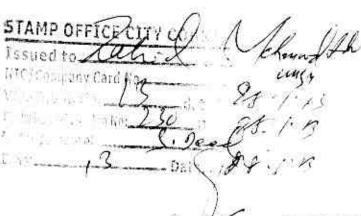
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M/S. FATIMA ENGINEERING COMPANY

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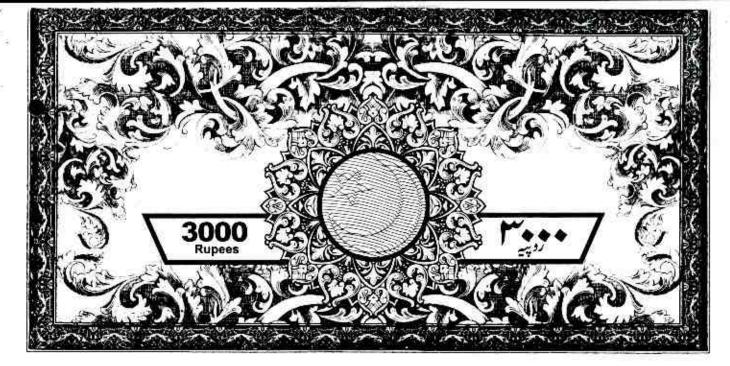
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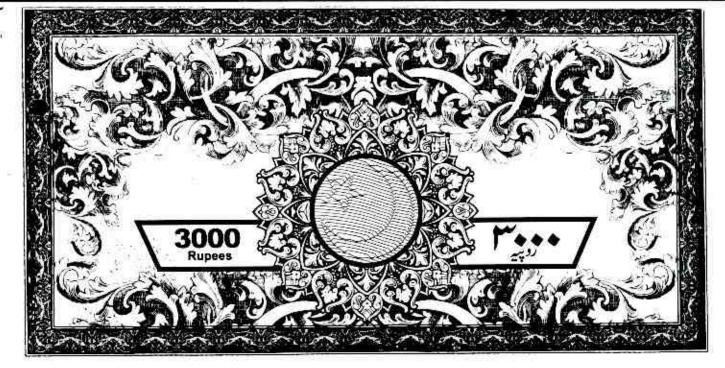
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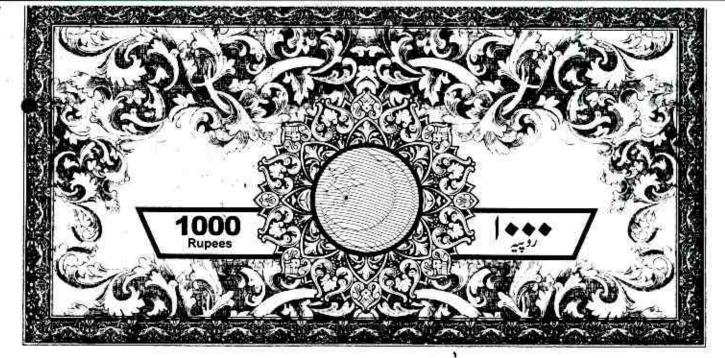
CONTRACT AGREEMENT

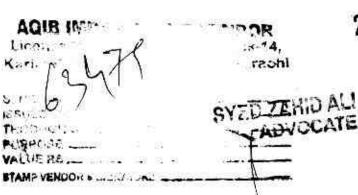
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M/S. FATIMA ENGINEERING COMPANY

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28 JAN 2013

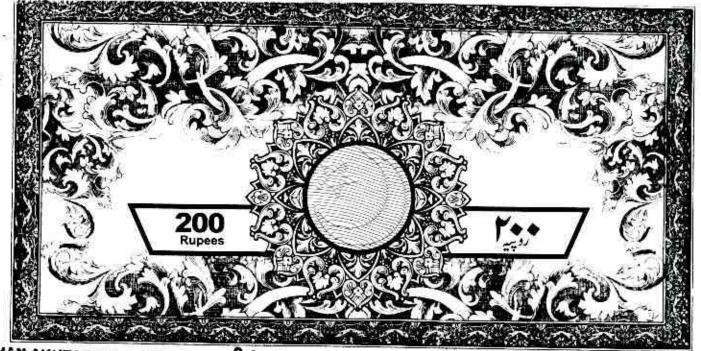
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M/S. FATIMA ENGINEERING COMPANY

Contractor.





HEHAN AKHTAR STONE Vendor 28 JAN 2013

CHONNE NO 420 Chur China Company OYED WAJAHAT ALI
ADVOCATE

ADVOCATE

CONTRACT AGREEMENT

INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD WORK) AT BENAZIR BHUTTO TOWN, DEH MANDIARI, KARACHI.

M/S. FATIMA ENGINEERING COMPANY

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GOVERNMENT OF SINDH PROJECT DIRECTIORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN

Appolo Centre, PNS Raza, Main Dalmia Road, Karachi

BID OPENING REPORT

Name of Procedure Agency.

Project Director

Shaheed Mohtrama Benazir Bhutto Town

Tender Reference No.

Contract NoSM8BT/KAR/INF-025

Tender Description / Name of Work.

Internal Development of works of Block-25 (Water

Supply, Sewerage & Road) at Benazir Town, Deh

Mandiari, Karachi.

4. Method of Procurement

Single Stage Envelope Procedure.

5. Tender Published

Daily The News, Daily Kawish, Daily Sindh Sajaag

Dated 16-11-2012 & Daily Express Date 17-11-2012

SPPRA ID No. 10018/2012 .

6. Total Bid Documents Sold.

3 Nos.

7. Total Bids Received.

3 Nos.

8. Technical Bid Opening date.

Not applicable.

9. No. of Bid Technically Qualified

Not applicable No

10. Bid(s) Rejected. 11. Financial Bid Opening date

06-12-2012

12. Bid Evaluation Report

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate i/c. 5% Contingencies	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Fatima Engineering Company .	Rs. 1,40,55,501/-		2.46% Above	1st Lowest	Accepted being the 1st Lowest
2	M/s. Mehrab Builders	Rs. 1,42,33,653/-	1,37,18,289/=	3.76% Above	2nd Lowest	Rejected being the 2nd Lowest
3	M/s. Samad Khan Babar & Brothers.	Rs.1,44,00,125/-		8.25% Above	3rd Lowest	Rejected due to short deposit of pay order of Bid Security.

Executive Engineer

scheme-36, KDA (Member PC)

Executive Engineer (D&E), LDA

Member(PC)

Deputy Director (F&A)

SMBBT

(Member / Secretary, PC)

Executive Engineer(SMBBT)

Member(PC)

Director (F&A), SMBBT

Chairman



LIST OF BIDDERS

S.No.	Name of Bidder
1	M/s. Fatima Engineering Company
2	M/s.Mehrab Builders
3	M/s Samad Khan Babar & Co.

Executive Engineer
SMBET (Board of Revenue)
Generalisaent of Sindh



INSTRUCTIONS TO BIDDERS

(Note:

(These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL.

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or Federal/ Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
- duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

duly pre-qualified with the Procuring Agency. (Where required).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:
 - (i) company profile;
 - (ii) works of similar nature and size for each performed in last 3/5 years;
 - (iii) construction equipments;

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- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1 Instructions to Bidders & Bidding Data
 - Form of Bid, Qualification Information & Schedules to Bid.

Schedules to Bid comprise the following:

- Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
- 3 Conditions of Contract & Contract Data
- Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
- 5 Specifications
- 6 Drawings, if any

IB.5 Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.



An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

- At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
- (a) Offer /Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

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D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- Bids must be received by the Procuring Agency at the address/provided in Bidding Data 15.1 not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - be addressed to the Procuring Agency at the address provided in the Bidding Data; (a)
 - bear the name and identification number of the Contract as defined in the Bidding (b) and Contract Data: and
 - provide a warning not to open before the specified time and date for Bid (c) opening as defined in the Bidding Data.
 - in addition to the identification required in 15.2, the inner envelopes shall indicate (d) the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - If the outer envelope is not sealed and marked as above, the Procuring Agency will (e) assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- Any bid received by the Procuring Agency after the deadline for submission prescribed in 15.4 Bidding Data will be returned unopened to such bidder.
- Any bidder may modify or withdraw his bid after bid submission provided that the 15.5 modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- Withdrawal of a bid during the interval between the deadline for submission of bids and 15.6 the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- The Procuring Agency will open the bids, in the presence of bidders'representatives who 16.1 choose to attend, at the time, date and in the place specified in the Bidding Data.
- The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and 16.2 such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
 - Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring 16.3 Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and ho change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

SMBBT/KAR/INF-025



- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
 - (A). Major (material) Deviations include:
 - (i) has been not properly signed;
 - (ii) is not accompanied by the bid security of required amount and manner;
 - (iii) stipulating price adjustment when fixed price bids were called for;
 - (iv) failing to respond to specifications;
 - failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
 - (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
 - (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
 - (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
 - (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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SMBBT/KAR/INF-025

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Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

The Engineer/Procuring Agency will evaluate and compare only the bids previously 16.7 determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

making any correction for arithmetic errors pursuant to IB.16.4 hereof. (i)

discount, if any, offered by the bidders as also read out and recorded at the time of (ii) bid opening.

excluding provisional sums and the provisions for contingencies in the Bill of (iii) Quantities if any, but including Day work, where priced competitively.

IB.17 Process to be Confidential

- Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any 17.1 matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid 17.2 comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either 17.3 one or any combination of the practices given below SPP Rule2(q);
 - (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongfuldors to another party; Contractor.....



- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

The determination will take into account the bidder's financial and technical capabilities. 18.2 It will be based upon an examination of the documentary evidence of the bidders'qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

- Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid 19.1 has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any 19.2 bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP. Rule 25). Contractor.....

SMBBT/KAR/INF-025



5.1 Requirements for Contractor's design (if any): Not applicable

7.2 Programme:

Time for submission: Within seven (07) days of the Commencement Date.

Form of programme: Bar Chart

7.4 Amount payable due to failure to complete shall be 0.1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance. In addition to the Liquidated Damages, the Contractor shall borne all the cost/expenses related to the supervision of the works by the Engineer and his staff covering salaries of the Engineer and all of his Site Supervision staff including all the benefits, providing, running and maintenance of all the Engineer's Facilities up to the issuance of the Taking Over Certificate by the Employer. All the above cost/expanses will not be reimbursed / paid to the Contractor beyond the approved completion period of the works.

7.5 Early Completion

Not Applicable

Period for remedying defects: 365 days 9.1

10.2 Variation Procedures: (e)

The Contractor shall submit with his bid, the Day work rates of Plant & Equipment and manpower

10.6 Variation and Claim Procedures:

Add following at the end of Clause 10.6

The Contractor shall not be entitled for any payment in respect of the claim(s) if the Contractor fails to comply with the requirements of time period stipulated in this Clause 10.6 and or fails in keeping and producing necessary records of claim whenever demanded by the Engineer.

11.1 Terms of Payments

a) Mobilization Advance

- Mobilization Advance up to 10 % of the Contract Price stated in the Letter (1)of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:
 - On submission by the Contractor of a Mobilization Advance (i) Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
 - Contractor will pay interest on the mobilization advance at the rate (ii) of 10% per annum on the advance; and
 - This Advance including the interest shall be recovered in 5 equal (iii) installments from the five (05) R.A bills and in case the number of

SMBBT/KAR/INF-025



bills is less than five (05) then 1/5of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
 - The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75% of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

Me - No



OFFICE OF THE EXECUTIVE ENGINEER (P/C) SHAHEED MOHTARMA BENAZIR BHUTTO TOWN

Apollo Centre Near Bahria University, Stadium Road, Karachi Phone # 021-99240255

No. EE/SMBBT/INF-025/2013/ / 9

Dated 26/ 2/2013

M/s. Fatima Engineering Company, Banglow # C-6/A, 13-D/3, Baloch Goth, Gulshan-e-Iqbal, Karachi.

LETTER OF COMMENCEMENT

Subject:

INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE AND ROADS) AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO: SMBBT/KAR/INF-025)

With reference to the letter of acceptance for the above noted work at a cost Rs.1,40,55,501/= (Rupees One Crore Forty Lac Fifty Five Thousand Five Hundred One only) issued vide this office letter No: EE/SMBBT//INF-025/06 dated: 23-01-2013. You are requested to make immediate arrangement to start the work within Seven (07) days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e. 180 days (6 months).

Please note that the work should be carried out strictly in accordance with the drawing, design, specifications, term & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

In case you failed to commence the work within Seven (07) days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be initiated against you.

Executive Engineer

Copy forwarded for information to:

- The Director (F&A), SMBBT.
- The Chief Engineer, SMBBT.
- The Superintending Engineer, SMBBT.
- 4. The Assistant Executive Engineer, SMBBT
- The PS to Project Director, SMBBT
- M/s. EA Consulting (Pvt.) Ltd.

BILL OF QUANTITIES

SUMMARY OF BILLS

BILL No.	DESCRIPTION	TOTAL (Rs.)
1.	ROAD WORKS	As. 60,85,600/s
2	SEWERAGE	Rs. 36.37296/
3	WATER SUPPLY	A. 4.35.2605.57
	TOTAL COST OF PROJECT	/ No. 14055501-5

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120 per 176603) 1/ (-11 1)
12 2 22 11/2 11 3 100/1
12 2 22 11/2 11 13 100/1
12 2 22 11/2 11/2 11 13 100/1

SMBBT/KAR/INF-025

BILL OF QUANTITIES

tem#	: ROAD WORKS Item Description	Unit	Estimated Otty.	Rate	Amount
101	Clearing & Grubbing	Sq.ft.	82,000	2.00/2	1640001 205001
104	Compaction of Natural Ground	Sq.ft.	82,000	3.50/.	20500
106a	Excavate Unsuitable Common Material	Cu.ft	1,500	4.St/.	6750/
06(b ii)	Excavate Unsuitable Material in all type of Rock Material	Cu.ft.	3,000	15/2	4 secon
108a	Formation of embankment from roadway Excavation in common material	Cu.ft.	10,400	15/2	45000f
108b	Formation of Embankment from roadway Excavation in all type of Rock Matrial	Cu,ft.	4,500	15/=	67,506
108c	Formation of Embankment from borrow Excavation in common material	Cu.ft.	286,650	10/2	67,506 2866,80 103450
109a	Sub grade preparation in earth cut	Sq.ft.	29,700	.3·sc/	· 103450
201	Granular Sub-base	Cu.ft.	26,550	22/2	58410
206b	Water Bound Macadam Base with Coarse Aggregate Class B	Cu.ft.	25,200	35/2	88,2cc
304a	Single Surface Treatment including Bitumen prime coat	Sq.ft.	50,400	32/2	1103300

Total Bill No. 1 : ROAD WORKS

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BILL OF QUANTITIES

Bill No.2 : SEWERAGE

Item.	: SEWERAGE	Unit	Estimated	Rate	Amount
No.	Item Description	Onti	Quantity	(Rs.)	(Rs.)
nea.	PART-A (Schedule Items)				
1	EXCAVATION				
1.1	Excavation for pipe line in trenches, and pits in all kind of soils i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the Engineering Incharge, providing fence guard light flags and temporary crossing for non vehicular traffic where ever				
	required lift upto 5 ft (1.52 m) and lead upto one chain (30.5 m) 0'-0" to 5'-0"	Cu.ft	24,760	8.54.	210460
1.2	Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers incharge providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)		72,500		9.//-
	0'-0" to 5'-0"	Cu.ft	960	3//-	30/60
2	BACKFILLING				
2.1	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete in all respect as per drawing and approval of the Engineer Incharge.	Cu.ft	34,430	5/2	172180

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BBT/KAR/INF-025

BILL OF QUANTITIES

Item.	: SEWERAGE Item Description	Unit	Estimated	Rate	Amount	
No.		Unit	Quantity	(Rs.)	(Rs.)	
3.6	DEWATERING	333		i		
3.6.1	Dewatering of trenches including cost of all labour, material and equipment/machinery POL required for dewatering of trenches, also including the cost of disposal of water to suitable place etc complete in all respect as per specification and directed by the Engineer Incharge (provisional).	Days	30.00	3000/2	60,000/	
3	CONSTRUCTION OF MANHOLE					
3.1	EXCAVATION				A.	
3.1.1	Excavation for tanks and reservoir in all kind of soils i/c trimming and dressing sides to true alignment/design section/ profiles and shape, leveling of beds of trenches to correct level and grade i/c taying ofearth in 6" tayer for construction of banks and dressing and disposal of surplus earth, with in a one chain as directed by the Engineering Incharge, providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift upto 5 ft (1.52 m) and lead upto one chain (30.5 m)			2.01	ΑΓΕΙΏ	
3.2	CONCRETE WORK	Cu.ft	9,620	8.70	81770	
3.4	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering. (Ratio 1:4:8)	Cu.ft	270	132/2	35640	

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BILL OF QUANTITIES

	: SEWERAGE	2000000000	Estimated	Rate	Amount
tem.	Item Description	Unit	Quantity	(Rs.)	(Rs.)
No. 3.2.1	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid seperately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). RC work in roof slab, beams, columns rafts. Lintels and other structural members laid in situ or precast laid in position completed in all respected. Ratio (1:2:4) 90 Lbs cement 2Cft sand 4Cft shingle 1/8" to 1/4" gauge complete in all respect, as per specifications & relevant drawings and all works to the entire satisfaction of the Engineer. (Ratio 1:2:4)	Cu.ft		M5f2	
3.3	BITUMEN COATING Bitumen coating to plastered or cement concrete surface, complete in all respect, as per specifications & relevant drawings and all works to the entire satisfaction of the Engineer. STEEL REINFORCEMENT Providing and fabrication of steel reinforcement	Sft.	4,360	.5/2	918cc
3.4.1	for cement concrete, including cutting, bending, laying in position, ranking joints and fastenings, including cost of binding wire and labour charges for binding of steel reinforcement (also includes removal of rust from bars). The rate includes wastage, overlaps and chairs etc. b) Using Tor Bars		200.00	130/2	34cre

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BBT/KAR/INF-025

BILL OF QUANTITIES

Bill No.2 : SEWERAGE

Item.	: SEWERAGE Item Description	Unit	Estimated	Rate	Amount
No.	Truit South Francisco	(9)775	Quantity	(Rs.)	(Rs.)
3.5	WATER STOPPER Providing " expansion joint" in concrete work of 9" wide corugated PVC water Stoper (with Bulb) i/c Soldring cost of matrial and labour etc. complete.	R.Ft	480.00	780f_	360 <i>te</i> t
3.6.2	Manufacturing and supply RCC manhole covers cast in 1:2:4 concrete ratio using SRC, 3 inch deep at center reinforced with 3/8" dia tor steel bars at 4" c/c welded to 1/8" thick 2.5 inch deep M.S plate including curing stacking and				
	transportation with in 10 miles. a) 21" dia	Each	40.00	1400/2	Stroop
	Sub-Total (Part-A)		.		1820030

Contd....

BILL OF QUANTITIES

ltem. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	PART-B (None - Schedule Items)				
1	EXCAVATION			ľ	
1.3	Add for extra lift of every 3ft of part there of in item of all kinds of excavation 5ft to 8ft	Cu.ft	3,184	1-Sc/2	47761
2	GRANULAR BEDDING				
2.1	Providing, spreading, and consolidating of granular bedding material of approved quality including watering etc. complete in all respect as per drawings and specification and as directed by the Engineer Incharge.	7°280018		23/.	2776
		Cu.ft	3,380	20/-	77740
3	RCC PIPES				
	Providing RCC pipe of ASTM C-76-62T/C-76-70 with rubbering class-II wall B and fixing in trenches including cutting fitting and jointing with rubber rings including testing with water to specified pressure. (Using SR Cement) 8 in dia RCC 6 in dia RCC(HOUSE CONNECTION)	Rft Rft	2,140 450	525/2 425/2	1123 Sec 1912 Seq
:: 4 €	CONSTRUCTION OF INSPECTION CHAMBER Construction inspection chamber of size 2'x2'x2.5' including RCC cover and frame as per drawing and specification also including Cost of material excavation of earth, backfilling,				
	formwork, dispoasal of surplus material.	No.s	20	31,CW/,	42000
	Sub Total of Part of "B"				18.1726
	Sub Total of Part of "A"				18.216
	Total of Part of "A" and "B"				363729
	Total Bill No.2: SEWERAGE			R	3637296

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BILL OF QUANTITIES

Bill No.3: WATER SUPPLY

Item. No.	: WATER SUPPLY Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	PART-A (Schedule Items)				
1	EXCAVATION	1			
1.1	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers incharge providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m)		24.776	r.se.l.	99/3378
	and lead upto one chain (30.5 m)	Cu. ft	34,213	,,,,,,,	* S12 S
1.2	Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth within a one chain as directed by the Engineers incharge. Providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	14,689	91/2	3c3461
2	SAND BEDDING Supply/Stacking and filling sand of approved quality from out side sources in foundation				
	trenches including dressing, watering & consolidation	Cu. ft	5,704	11/=	63744
3	BACKFILLING Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc				
	complete in all respect as per drawing and approval of the Engineer Incharge.	Cu. f	42.922	61 z	25753

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BILL OF QUANTITIES

Bill No.3 : WAT	ER SUPPLY
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Item. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
4	PIPES (uPVC)				
	Providing uPVC pipes fixing in trench i/c cutting	1			
	fitting and jointing with rubber ring (Z- joint) i/c	- 1			
	testing with water to head 91.5 meter or 300 ft.	п.А	2 501	935/-	CC5222
4.1	3" dia (Class C)	Rft.	2,301	30.5	111 00
4.2	4" dia (Class C)	K.II.	2,477	343/2	614290
5	FITTINGS (uPVC)	4			
	Providing and fixing ,uPVC Bell End fitting with		13		
	rubber ring (Z-joint), with no welded joint,				
	compatible to BSS etc in trenches to correct			la la	
	alignment and grade complete in all respect as	- 10		N .	1
	indicated in the drawing and specifications and				
	all other accessories and equipment required for		10	IX.	
	laying and jointing testing etc.				
5.1	TEE (EQUAL & UNEQUAL)	70.700		22v1.	30 toof 81,000 23950
5.1.3	3" x 3" x 3"	Nos		3000/2	
5.2	END PLUG (Provisional)	Nos	50	162012	18/100
5.2.1	3" dia	Nos	30	7701	22300
5.2.2	4" dia	1405	38	1 7.3 12	3.7.3.0
6	THRUST BLOCKS				
	Cement Concrete Plain in 1:2:4 using SRC,				
	including placing compacting finishing and			201 2000	N serial series
	curing complete in all respect as per drawing and	Cu, ft	57	9751.	15675
	approval of the Engineer Incharge	Cu. It	1	1 - 1 -	inservenions
7	PIPE SURROUND		1		
	Constructing of surround pipe and pipe support in				
	concrete CC 1:2:4 using SRC, including cost of				
	formwork and curing etc. complete in all respect				
	as per instruction of engineer in charge and	Cu. ft	1,002	1901.	19638
	specification.	oranieli —	757.83	WARRY (INC.	INV DESIGN
	Sub-Total (Part-A)	44			24206

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BILL OF QUANTITIES

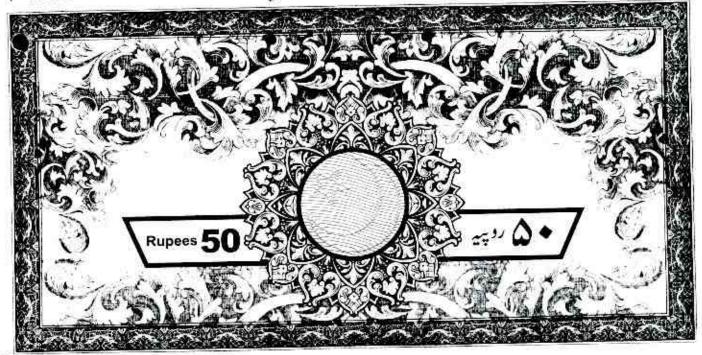
tem. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
110.	PART-B (Non - Schedule Items)				
1.	REDUCERS	5.4000		Ca. I	A mal.
1.1	4" X 3"	Nos	4	SCOTZ	Vicel -
2	FLANGED ADOPTER	0.00	9.5	Cast	24000f
2.1	4" dia	Nos	16	150072	×4666
3	GATE VALVES	3	1		
	C.I Sluice Valve heavy duty pattern (test pressure		1		
	21.0 Kg/sq cm or 300lb/sq inch	720	v 2	16.cert	6.4 mm
3.1	4" dia	Nos	4	roccife	c (1000)
4	AIR VALVES	- 5	j 18		VIACO AMBRICA
	Air Valve double acting 3" X 1" imported	W. K.	<u>\</u>	20 port	(4,000) 80,000
4.1	3" dia	Nos	4	YC /CCC/-	-
5	HOUSE CONNECTION		()		
5.1	Providing making, fixing & connecting water		6		
	supply line for house connection including				
	testing, comessining, excavation, road crossing,				
	back filling complete as per drawing,				prive
	specafication or As directed by the Engineer.	Each	21	lareset	8,40,00
	(Cross the road.)	Each		40,000	3/40/009
5.2	Providing making, fixing & connecting water		1		
	supply line for house connection including				1
	testing, comessining, excavation, back filling			i i	
	complete as per drawing, specafication or As				2
	directed by the Engineer.(Along water supply	Each	21	30 coch.	630,000
	line)	Catters	130		
6	CONSTRUCTION OF VALVE CHAMBER				
	Construction of Valve chamber 3'X 3' ft inside	9 8			
	dimension 5' deep as per approved design for 4"				
	dia pipe cast iron cover and fram (wt= 2Cwt qr				
	fixed in RCC 1:1-1/2:3 slab 6" thick (with 5lbs				Vi
	steel per cft) top i/c providing and fixing MS foot rest every one foot beyond 2 1/2 ft depth curing				
	rest every one foot beyond 2 1/2 it depth curing				
	excavation back filling and disposal of surpluse earth complete. Including Reinforcement cost				
	Fair face Steel form work etc.Complete in all				
	respect and as per Drawing and specification.			ar ar war of the	274000
	respect and as per Drawing and spectrum	Each	8	The same of the same	272000
	Sub Total of Part of "B"				1912000
	Sub Total of Part of "A"				24.26 Ecs
	Total of Part of "A" and "B"				4332605
	Total Bill No.3: WATER SUPPLY			R	4332605

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

BBT/KAR/INF-025



REHAN AKHTAR Stamp Vendor Licence No.129, Shop No. 16 Stock-14, Karim Plazz Gulshar - 30-58 | Karachi 2 8 JAN 2013 ZAHID MEHMOOD

> BL-1 Appendix-L to Bid

(INTEGRITY PACT) DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. SMBBT/KAR/INF-025/06 Dated: 23-01-2013

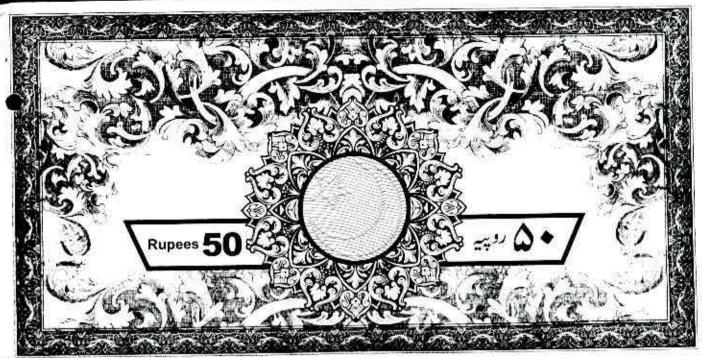
Contract Value: Rs. 1,40,55,501/=

Contract Title: Internal Development works of Block-25 (Water Supply, Sewerage & Road) at Benazir Bhutto Town, Deh, Mandiari, Karachi.

M/s. Fatima Engineering Company 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. Fatima Engineering Company] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not given or agreed to give and shall or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (Directorate of Shaheed Mohtrama Benazir Bhutto Town) except that which has been expressly declared pursuant hereto.

Here!



REHAN AKHTAR Stamp Vendor Licence No.129, Shop No. 16 Block-14, Karim Plaza Guishan-e-loha' (Karachi

2 B JAN 2013

950102

ZAHID MEHMOOD

[M/s. Fatima Engineering Company] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[M/s. Fatima Engineering Company] 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, tight, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [M/s. Fatima Engineering Company] agrees to indemnify PA for any loss or damage incurred by it on account if its corrupt business practices and further pay commission, gratification, bribe, finder's fee or kickback given by [M/s. Fatima Engineering Company] 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 PA.

Procuring Agencyl Civil

Contractor The BE

PROJECT DIRECTORATE

SHAHEED MUHTARMA BENAZIR BHUTTO TOWN Apollo Centre, Near Bahria University, stadium Road, Karachi

Phone # 021-99240255

No.EE/SMBBT/DRN-02/2013/ 2/

Dated 26 -02-2013

The Manager (CB), Sindh Public Procurement Regulatory Authority, Barrack No.8, Sindh Secretariat No.4-A, Court Road, Karachi.

Subject:

RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MENDIARI,

KARACHI (CONTRACT NO.DRN-002).

Reference:

SPPRA ID NO.10018/2012

I am directed to enclose herewith Contract Evaluation Form along with Integrity pact for the above mentioned work for your perusal and for hoisting on SPPRA website in accordance to Rule-50.

Executive Engineer SMBBT, GOS

Copy forwarded for information:-

- 1. The Director (F&A), SMBBT.
- The Chief Engineer, SMBBT.
- 3. The Superintending Engineer, SMBBT.
- P.S to Project Director, SMBBT.

10.F.O

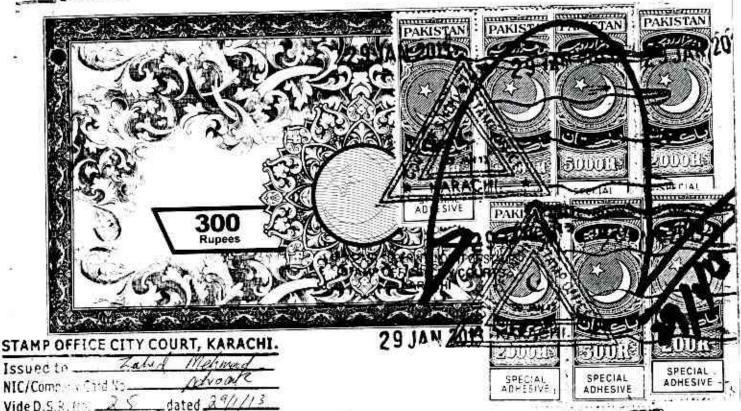
SPPRA INWARD DIARY NO: $28/\nu$

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
CONTRACT EVALUATION FORM

1	NAME OF THE ORGANIZATION	Project Directorate, Shaheed Mohtarma Benazir Bhutto Town in Sindh		
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh.		
3	TITLE OF CONTRACT	Re-Modeling of Existing Nala at Benazir Town, Deh Mandiari, Kemari Town, Karachi.		
4	TENDER NO	DRN-002		
5	BRIEF DESCRIPTION OF CONTRACT	As Above		
6	FORUM THAT APPROVED THE SCHEME	PDWP, GOS		
7	TENDER ESTIMATED VALUE	Rs.2,74,40,000/-		
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs.2,72,64,615/=		
9	ESTIMATED COMPLETION PERIOD	180 days		
10	TENDER OPENED ON (DATED & TIME)	6th December, 2012 at 14.00 hours.		
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	Three (03) Nos.		
12	NUMBER OF BIDS RECEIVED	Three (03) Nos.		
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	Three (03) Nos.		
14	BID EVALUATION REPORT (ATTACH A COPY)	Yes (Copy attached)		
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Samad Khan Baber & Co. C-225, Block-A North Nazimabad, Karachi.		
16	CONTRACT AWARD PRICE	Rs. 2,72,64,615/=		
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1ST, 2ND, 3RD EVALUATED BID)	1st Lowest Evaluated Bid		
18	METHOD OF PROCUREMENT a). SINGLE STAGE ONE ENVELOPE PROCEDURE b). SINGLE STAGE TWO ENVELOPE PROCEDURE	Single Stage One Envelope (Local)		
	c), TWO STAGE BIDDING PROCEDURE d). TWO STAGE TWO ENVELOPE PROCEDURE			
19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT		
20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	N/A		
21	ADVERTISEMENT SPPRA WEBSITE NEWSP APERS	Dated 09-06-2012 SPPRA ID No.10018/20 Daily The News, Kawish & Sindh Sujjag dated 16-11-2012 & Express dated 17-11-2012		
22	NATURE OF CONTRACT	Domestic / Local		
23	WHETHER QUALIFICATION CRITERIA WAS	AS Yes (Copy Enclosed)		

24	INCLUDED IN BIDDING DOCUMENTS				
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING	Open Competitive Bidding Method was used			
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS	Yes			
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID	Yes			
28	DIDDED WAS VOC				
29	WHETHER THE NAMES OF THE BIDDERS THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	Ÿes			
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT	Yes(Copy Enclosed)			
31	ANY COMPLAINT RECEIVED	No			
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS	No			
33	WAS THE EXTENSION MADE IN RESPONSE TIME	No			
34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No			
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED				
36	WAS A VISIT MADE BY ANY OFFICER / OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD				
37	THE PROPERTY OF THE PROPERTY OF	On submission of Bank Guarantee from Schedule Bank of Pakistan.			
38	The state of the s	No.			
39	A SE SESSION OF	21-02-2013.			
40	A SECULAR ETABAD OF	Executive Engineer CAUGHT Roard of Revenue			

FOR OFFICE USE ONLY



Vide D.S.A. No. _

On behalf of challan No: 13 19czeu

for the purpose of. Dated. E. No:_

29 JAN 2013

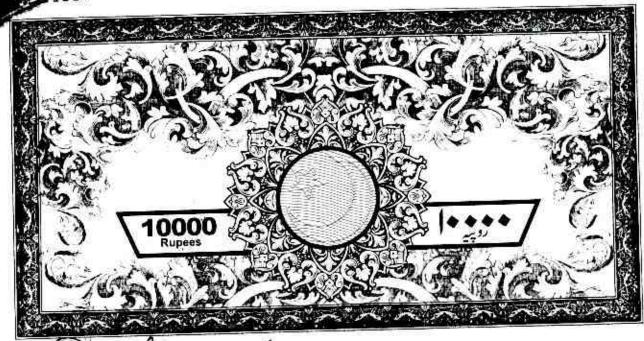
CONTRACT AGREEMENT

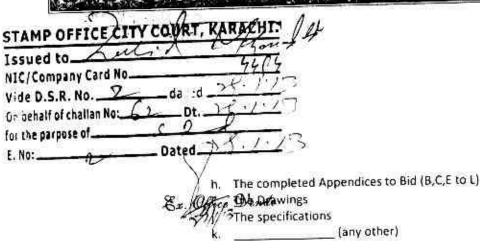
FIRACT AGREEMENT (hereinafter called the Agreement) made on the day of February (month) 2013 between Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the Procuring Agency) of the one part and M/s. Samad Khan Babar & Co., C-225, Block-A, North Nazimabad, Karachi (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works viz RE-MODELINBG OF EXISTING N ILA AT BENAZIR TOWN, DEH MANDIARI, KARACHI (CONTRACT PACKAGE NO. SMBBT/KAR DRN-002) Should be executed by the Contractor and has accepted a bid by the Contractor for the exection and completion of such works and remedying of any defects therein.

NOW this agreement witnesses as follows.

- 1. In this agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- ? That following documents after incorporating addenda, if any except those parts relating to.
 - a. The Contract agreement.
- b. The Letter of Acceptance.
 - c: 1 's completed Form of Bid.
- d. Sp. -ini Stipulations (Appendix A to Bid)
 - e. The pecial Conditions of Contract Part-II
 - The G neral Conditions Part-I
 - g. The prince Pill of Quantities (Appendix D to Bid)





- 3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity an in all respects with the provisions of the Contract.
- 4. Procuring Agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month year first before written in accordance with their respective laws.

tsignature of C Seal

(Signature of Procuring Agency)

Witness:

Signature. Hydry Between Name of Firm Seater 44-A Kerry M. J. Kerry

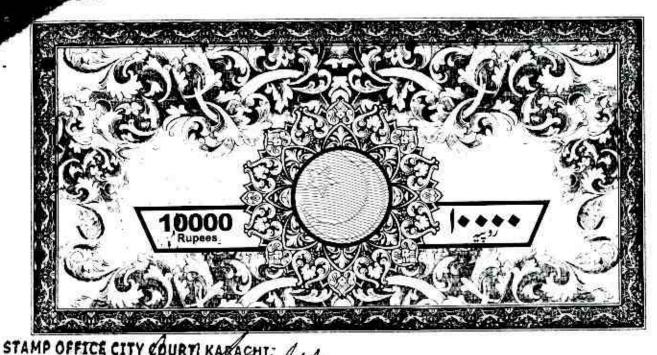
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Signature _______ A RANTY KHANGO.

Name of Firm _____ A RANTY KHANGO.

45, UMAIR TOWN.

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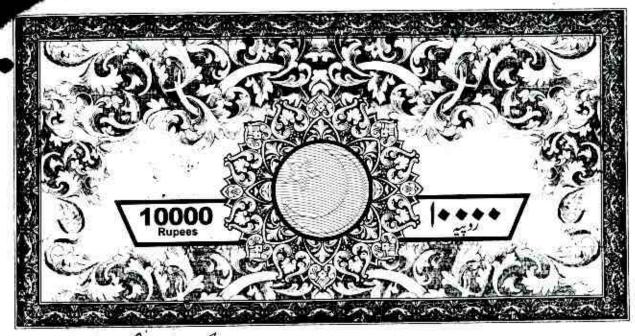
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CONTRACT AGREEMENT

RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/DRN-002)

M/S. SAMAD KHAN BABAR & CO.







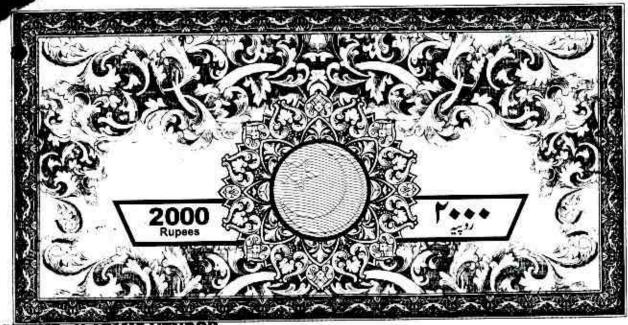
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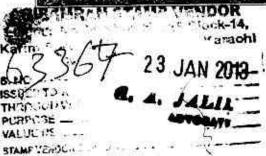
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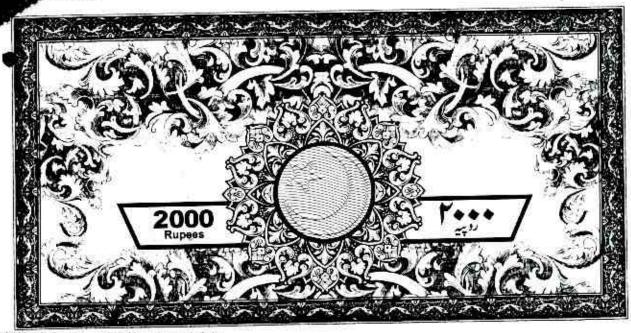


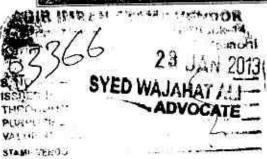
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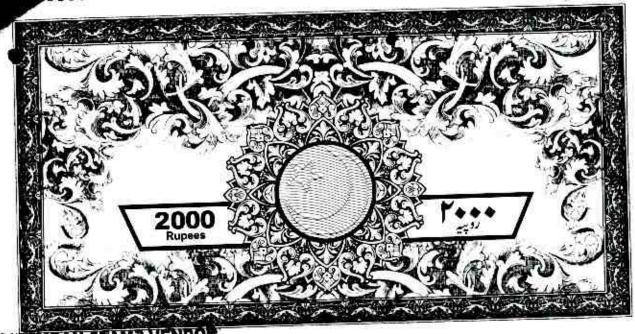


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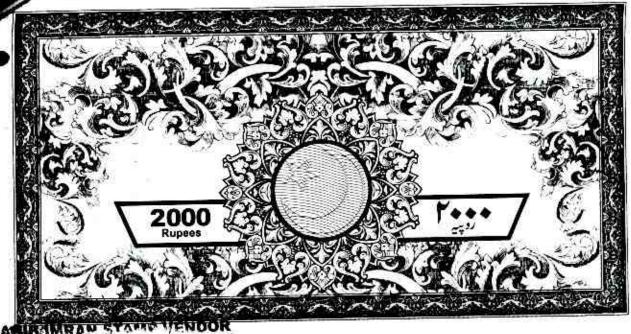
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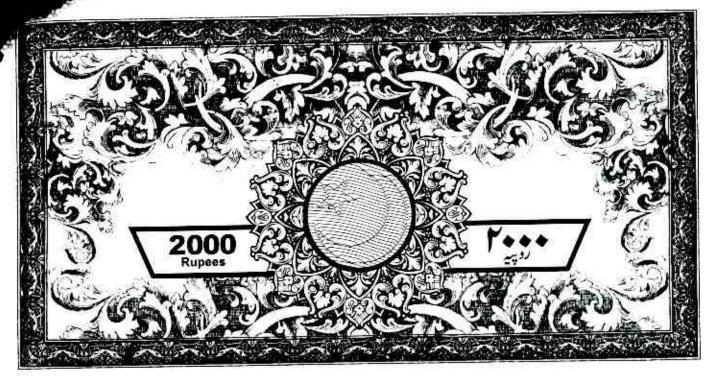
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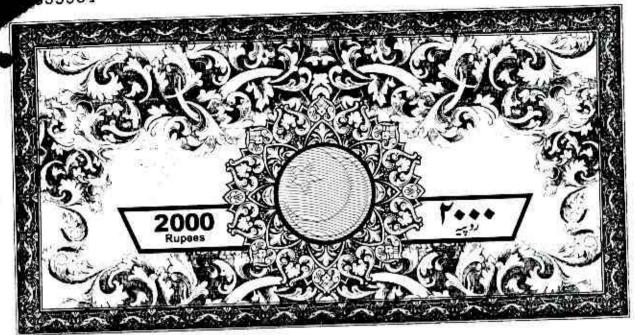




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M/S. SAMAD KHAN BABAR & CO.





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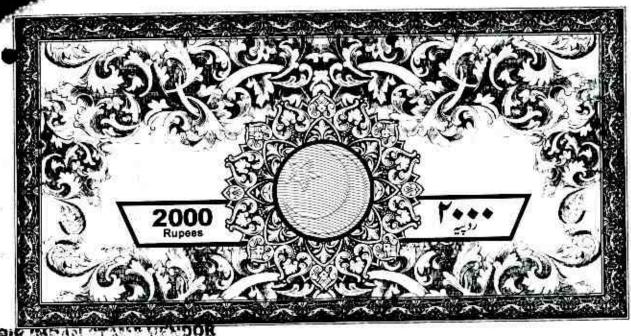
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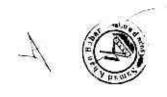


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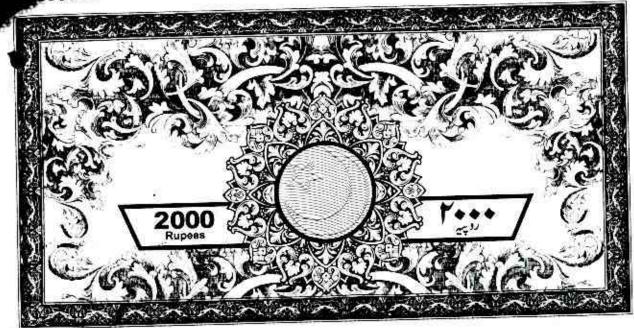
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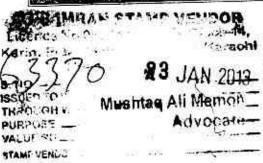
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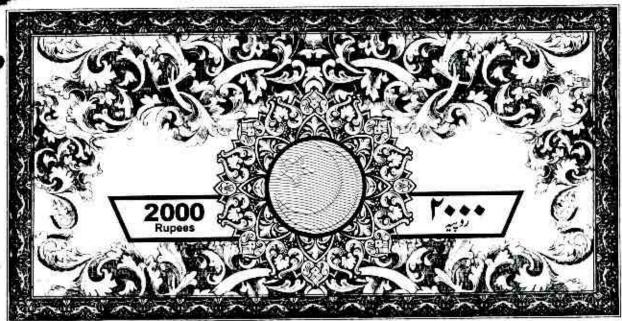


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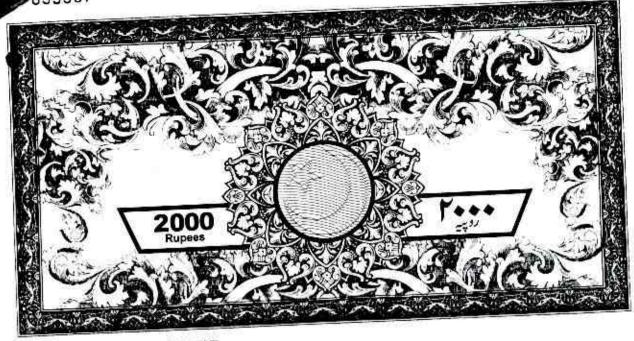
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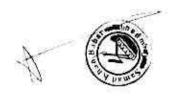
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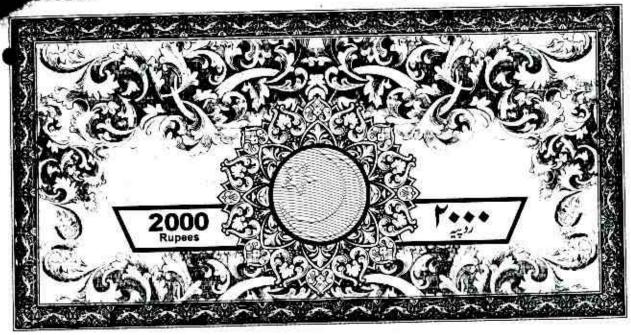


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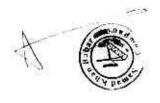
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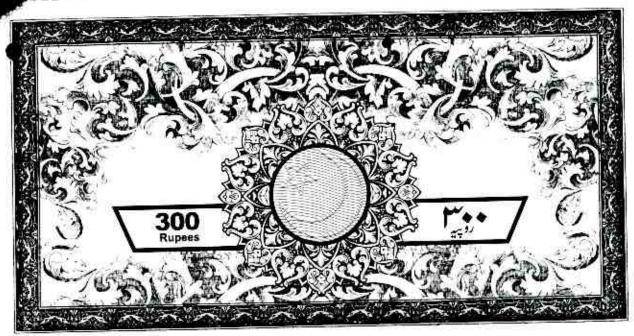


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M/S. SAMAD KHAN BABAR & CO.



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REHAN AKHTAR Stamp Vendor Licence No 129 Shor No 15 Block-14, Karim Plaza Gulshame-inpal, Karashi

S.NO. 049407

DATE 22 JAN 2013

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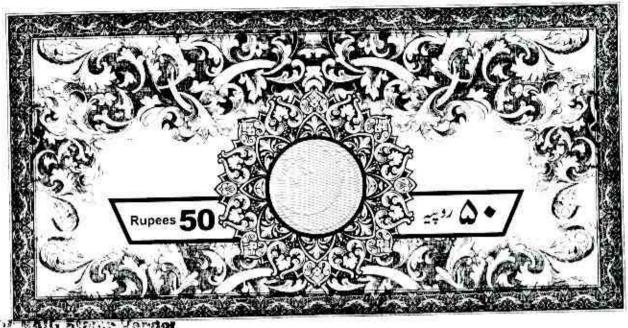
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CONTRACT AGREEMENT

RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/DRN-002)

M/S. SAMAD KHAN BABAR & CO.



Spiriture - There



GOVERNMENT OF SINDH PROJECT DIRECTIORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN

Appolo Centre, PNS Raza, Main Dalmia Road, Karachi

BID OPENING REPORT

1. Name of Procedure Agency.

Project Director

Shaheed Mohtrama Benazir Bhutto Town

2. Tender Reference No.

Contract No. DRN-002

3. Tender Description / Name of Work.

Re-Modeling of Existing Nala at Benazir Bhutto

Town, Deh Mendhar, Karachi.

4. Method of Procurement Sing

Single Stage Envelope Procedure.

5. Tender Published Daily The News, Daily Kawish, Daily Sindh Sajaag

Dated 16-11-2012 & Daily Express Date 17-11-2012

SPPRA ID No. 10018/2012 .

6. Total Bid Documents Sold.

3 Nos.

7. Total Bids Received.

3 Nos.

8. Technical Bid Opening date.

Not applicable.

9. No. of Bid Technically Qualified

Not applicable

10. Bid(s) Rejected.

No

11. Financial Bid Opening date

06-12-2012

12. Bid Evaluation Report

5.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate i/c 5% Contingencles	Comparasion with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s.Samad Khan Babar & Co.	Rs. 2,74,40,000/-	2,72,64,615/=	0.64% Above	1st Lowest	Accepted being the 1st Lowest
2	M/s. Mehrab Builders	Rs. 2,79,60,000/-		2.55% Above	2nd Lowest	Rejected being the 2nd Lowest
3	M/s. M.M. Traders	Rs.2,84,60,000/-		4.38% Above	3rd Lowest	Rejected being 3rd Lowest

Executive Engineer

scheme-36, KDA (Member PC)

Executive Engineer (D&E), LDA

Member(PC)

Deputy Director (F&A)

SMBBT

(Member / Secretary, PC)

Executive Engineer(SMBBT) Member(PC) Director (F&A),SMBBT Chairman (PC)

LIST OF BIDDERS

S.No.	Name of Bidder
1	M/s. Samad Khan Babar & Co.
2	M/s.Mehrab Builders
3	M/s.M.M.Tradera

72/

INSTRUCTIONS TO BIDDERS

(Note:

(These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

1B.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or Federal/ Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

duly pre-qualified with the Procuring Agency. (Where required).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:
 - (i) company profile;

(ii) works of similar nature and size for each performed in last 3/5 years:

(iii) construction equipments;

F.E.

- qualification and experience of technical personnel and key site (iv) management:
- financial statement of last 3 years; (v)
- information regarding litigations and abandoned works if any. (vi)

Cost of Bidding

bidder shall bear all costs associated with the preparation and submission of its bid the Procuring Agency will in no case be responsible or liable for those costs. wardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

Contents of Bidding Documents

addition to Invitation for Bids, the Bidding Documents are those stated below, and ould be read in conjunction with any Addendum issued in accordance with Sub-Clause .6.1.

Instructions to Bidders & Bidding Data Form of Bid, Qualification Information & Schedules to Bid.

Schedules to Bid comprise the following:

- Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (i)
- Schedule B: Specific Work's Data (ii)
- Schedule C: Works to be Performed by Subcontractors (iii)
- Schedule D: Proposed Programme of Works (iv)
- Schedule E: Method of Performing Works (v)
- Schedule F: Integrity Pact (works costing Rs 10 million and above) (vi)
- Conditions of Contract & Contract Data
- Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
- Specifications 5
- Drawings, if any 6

Clarification of Bidding Documents IB.5

A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
- (a) Offer/Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

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D. SUBMISSION OF BID

1.15 Deadline for Submission, Modification & Withdrawal of Bids

- Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 3.2 The inner and outer envelopes shall
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders'representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

SMBBT/KAR/DRN-002

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Page 11 of 62

Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

Any minor informality or non-conformity or irregularity in a Bid which-does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver-does not prejudice or affect the relative ranking of any other bidders.

- (A). Major (material) Deviations include:
- (i) has been not properly signed;
- is not accompanied by the bid security of required amount and manner;
 - (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one:
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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Pege 12 of 62

Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

6.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

making any correction for arithmetic errors pursuant to IB.16.4 hereof.

(ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

(iii) excluding provisional sums and the provisions for contingencies in the Bill of Ouantities if any, but including Day work, where priced competitively.

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);
 - (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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Page 13 of 62

- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

B.18. Post Qualification

8.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders'qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25)

Contractor

Page 14 of 62

5.1 Requirements for Contractor's design (if any): Not applicable

7.2 Programme:

Time for submission: Within seven (07) days of the Commencement Date.

Form of programme: Bar Chart

7.4 Amount payable due to failure to complete shall be 0.1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance. In addition to the Liquidated Damages, the Contractor shall borne all the cost/expenses related to the supervision of the works by the Engineer and his staff covering salaries of the Engineer and all of his Site Supervision staff including all the benefits, providing, running and maintenance of all the Engineer's Facilities up to the issuance of the Taking Over Certificate by the Employer. All the above cost/expanses will not be reimbursed / paid to the Contractor beyond the approved completion period of the works.

7.5 Early Completion

Not Applicable

9.1 Period for remedying defects: 365 days

. 10.2 (e) Variation Procedures:

The Contractor shall submit with his bid, the Day work rates of Plant & Equipment and manpower

10.6 Variation and Claim Procedures:

Add following at the end of Clause 10.6

The Contractor shall not be entitled for any payment in respect of the claim(s) if the Contractor fails to comply with the requirements of time period stipulated in this Clause 10.6 and or fails in keeping and producing necessary records of claim whenever demanded by the Engineer.

11.1 Terms of Payments

a) Mobilization Advance

- (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:
 - (i) On submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency:
 - (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
 - (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of

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Page 46 n 50

bills is less than five (05) then 1/5of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

ocured Advance on Materials

the Contractor shall be entitled to receive from the Procuring Agency secured Advance against an INDENTURE BOND in P W Account Form to 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such that the Engineer may consider proper in respect of non-perishable naterials brought at the Site but not yet incorporated in the Permanent Works provided that:

- The materials are in accordance with the Specifications for the Permanent Works;
- (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
- (IIi) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (Iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
- (vi) The sum payable for such materials on Site shall not exceed 75% of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

Recovery of Secured Advance:

Traction



OFFICE OF THE EXECUTIVE ENGINEER (P/C) SHAHEED MOHTARMA BENAZIR BHUTTO TOWN

Apollo Centre Near Bahria University, Stadium Road, Karachi Phone # 021-99240255

No. EE/SMBBT/DRN-002/2013/ / 7

Dated22/02/2013

M/s. Samad Khan Babar & Co. C-225, Block-A, North Nazimbad, Karachi.

LETTER OF COMMENCEMENT

Subject:

RE-MODELING OF EXISITNG NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO: SMBBT/KAR/DRN-002)

With reference to the letter of acceptance for the above noted work at a cost Rs.2,74,40,000/= (Rupees Two Crore Seventy Four Lac Forty Thousand only) issued vide this office letter No: EE/SMBBT/DRN-002/07 dated: 23-01-2013. You are requested to make immediate arrangement to start the work within Seven (07) days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e. 180 days (06 months).

Please note that the work should be carried out strictly in accordance with the drawing, design, specifications, term & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

In case you failed to commence the work within Seven (07) days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be initiated against you.

Executive Engineer SMBBT.GOS

Copy forwarded for information to:

- The Director (F&A), SMBBT.
- The Chief Engineer, SMBBT.
- The Superintending Engineer, SMBBT.
- 4. The Assistant Executive Engineer, SMBBT
- The PS to Project Director, SMBBT
- M/s. EA Consulting (Pvt.) Ltd.

RE-MODELLING OF EXISTING NALA BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR / DRN-002

BILL OF QUANTITIES

SUMMARY OF BILL

BILL No. DESCRIPTION		TOTAL (Rs.)
Ü	RE-MODELLING OF EXISTING NALA	iv.
	TOTAL COST OF PROJECT	27440000
	THE COMPANY NITIAL	SIGNATURE OF BIDDER
1	South Adding	1012 A



RE-MODELLING OF EXISTING NALA BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR/DRN-002

BILL OF QUANTITIES

Bill No.1: RE-MODELLING OF EXISTING NALA

Item. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural excavation in common material	Cu.ft	480,000	1012	4800,000
107c	Structural excavation in medium rock material	Cu.ft	120,000	1012	1200000
108a	Formation of Embank. From Roadway Excavation in Common Matrial.	Cult	350,000	8 2	2800000
509e	Grouted Rip Rap Class "B"	Cu.ft	180,000	88/2	1584000
509h	Filter Layer of granular Matrial	Cu.ft	100,000	2-8/z	280000
	Total Bill No.1: RE-MODELLING OF EXISTING NALA				27440∞

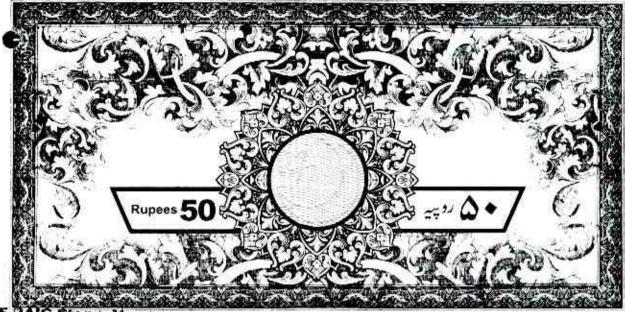
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BL-1 Appendix-L to Bid

(INTEGRITY PACT) DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. SMBBT/KAR/DRN-002/07

Dated: 23-01-2013

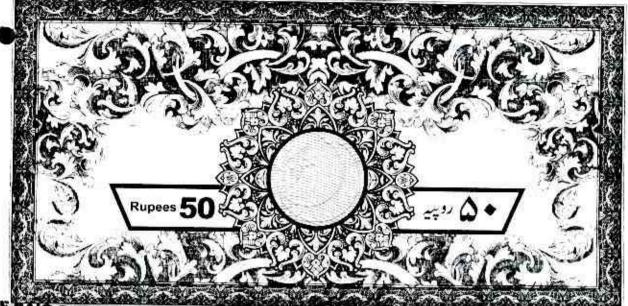
Contract Value: Rs.2,74,40,000/=

Contract Title: Re-Modeling of Existing Nala at Benazir Town, Deh Mendiari,

Karachi.

M/s. Samad Khan Babar & Co. 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. Samad Khan Babar & Co.] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not given or agreed to give and shall or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (Directrate Shaheed Mohtrama Benazir Bhutto Town) except that which has been expressly declared pursuant hereto.



Ligener No.00, Frap No. 16. Block-14.

Kerim Place Qu'nhart-a-ègheit Augachi

1. MO JASSONA, DATE

DATE

Advocate

Advocate

Advocate

[M/s. Samad Khan Baber & Co.] accept 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[M/s. Samad Khan Babar & Co.] accept 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, tight, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [M/s. Samad Khan Babar & Co.] agrees to indemnify PA for any loss or damage incurred by it on account if its corrupt business practices and further pay commission, gratification, bribe, finder's fee or kickback given by [M/s. Samad Khan Babar & Co.] 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 PA.

Procuring Agency)

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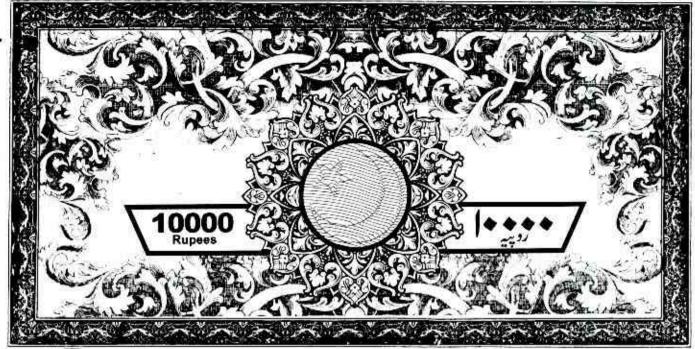
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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

1	NAME OF THE ORGANIZATION	Project Directorate, Shaheed Mohtarma Benazir Bhutto Town in Sindh
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh.
3	TITLE OF CONTRACT	Internal Development Works of Block No.25 (Water Supply, Sewerage & Roads) at Benazir Town, Deh Mandiari, Karachi.
4	TENDER NO	INF-025
5	BRIEF DESCRIPTION OF CONTRACT	As Above
6	FORUM THAT APPROVED THE SCHEME	PDWP, GOS
7	TENDER ESTIMATED VALUE	Rs.1,40,55,501/-
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs. 1,37,18,289/-
9	ESTIMATED COMPLETION PERIOD	180 days
10	TENDER OPENED ON (DATED & TIME)	6th December, 2012 at 14.00 hours.
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	Three (03) Nos.
12	NUMBER OF BIDS RECEIVED	Three (03) Nos.
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	Three (03) Nos.
14	BID EVALUATION REPORT (ATTACH A COPY)	Yes (Copy attached)
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Fatima Engineering Company Banglow No.C-6/A, 13-D/3, Baloch Goth, Gulshan-e- Iqbal, Karachi.
16	CONTRACT AWARD PRICE	Rs. 1,40,55,501/-
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.e. 1ST, 2ND, 3RD EVALUATED BID)	1st Lowest Evaluated Bid
18	METHOD OF PROCUREMENT	
	a). SINGLE STAGE ONE ENVELOPE PROCEDURE b). SINGLE STAGE TWO ENVELOPE PROCEDURE c). TWO STAGE BIDDING PROCEDURE d). TWO STAGE TWO ENVELOPE PROCEDURE	Single Stage One Envelope (Local)
19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT
20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	N/A
21	ADVERTISEMENT SPPRA WEBSITE NEWSP APERS	Dated 09-06-2012 SPPRA ID No.10018/2012 Daily The News, Kawish & Sindh Sujjag dated 16-11-2012 & Express dated 17-11-2012
22	NATURE OF CONTRACT	

23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS	Yes (Copy Enclosed)
24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS	Yes (Copy Enclosed)
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING	Open Competitive Bidding Method was used
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT	Yes
29	WHETHER THE NAMES OF THE BIDDERS THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT	Yes(Copy Enclosed)
31	ANY COMPLAINT RECEIVED	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME	No
34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED	Yes
36	WAS A VISIT MADE BY ANY OFFICER / OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD	No
37	WERE PROPER SAFEGUARD PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)	On submission of Bank Guarantee from Schedule Bank of Pakistan.
38	SPECIAL CONDITIONS IF ANY	No
39	DATED OF AWARD OF CONTRACT	25-02-2013
40	SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	Executive Engineer SMEET (Board of Revenue) Government of Sindh



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Contractor Level

CONTRACT AGREEMENT

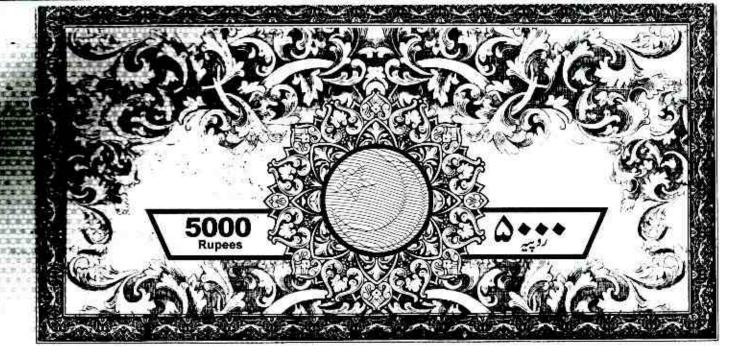
THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the day of feet, (month) 2013 between Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the Procuring Agency) of the one part and M/s. Fatima Engineering Company, Banglow No. C-6/A, 13-D/3, Baloch Goth, Gulshan-e-Iqbal, Karachi (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works viz INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD) AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/INF-025.) Should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects therein.

NOW this agreement witnesses as follows.

- In this agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- That following documents after incorporating addenda, if any except those parts relating to.
 - a. The Contract agreement.
 - b. The Letter of Acceptance.
 - c. The completed Form of Bid.
 - d. Special Stipulations (Appendix A to Bid)
 - e. The Special Conditions of Contract Part-II
 - f. The General Conditions Part-I
 - g. The priced Bill of Quantities (Appendix D to Bid)

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- h. The completed Appendices to Bid (B,C,E to L)
- i. The Drawings
- j. The specifications
- k. ______ (any other)
- 3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity an in all respects with the provisions of the Contract.
- 4. Procuring Agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

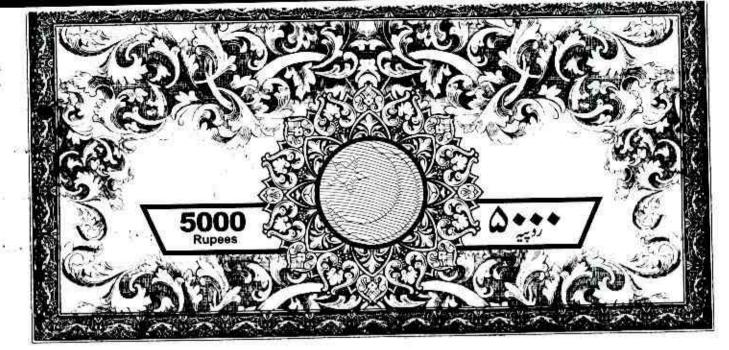
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month year first before written in accordance with their respective laws.

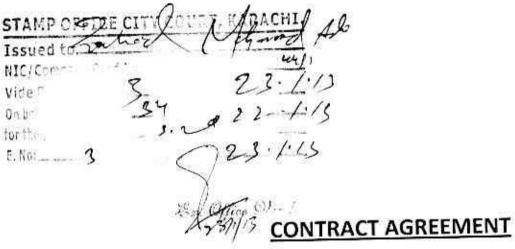
(Signature of Contractor)

(Signature of Procuring Agency) Seal

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Signature.	, y 2.	Signature	
Name of Firm	down	Name of Firm	
Contra	ctor.	E.E.	





INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD WORK) AT BENAZIR BHUTTO TOWN, DEH MANDIARI, KARACHI.

M/S. FATIMA ENGINEERING COMPANY

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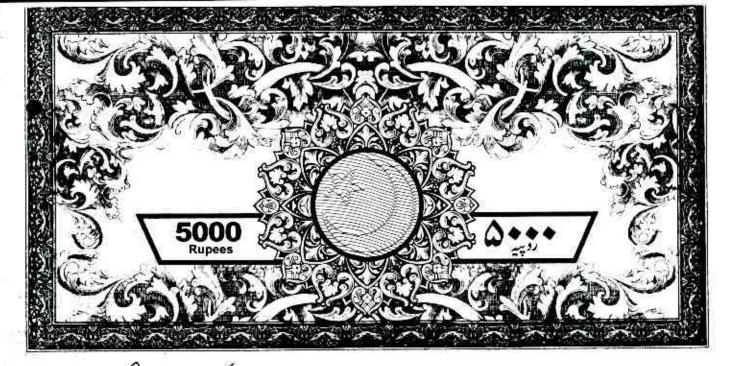
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INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD WORK) AT BENAZIR BHUTTO TOWN, DEH MANDIARI, KARACHI.

M/S. FATIMA ENGINEERING COMPANY

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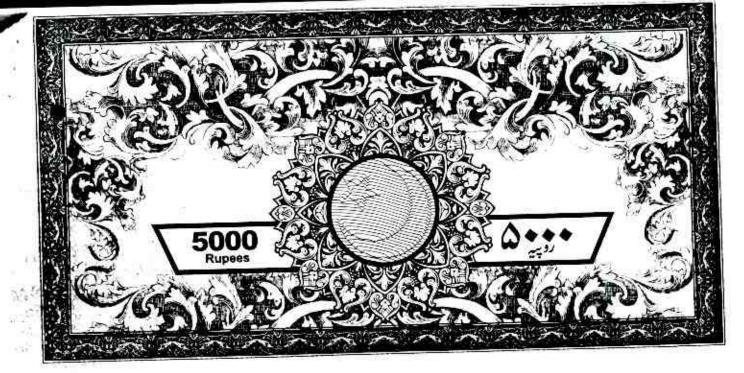


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INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD WORK) AT BENAZIR BHUTTO TOWN, DEH MANDIARI, KARACHI.

M/S. FATIMA ENGINEERING COMPANY

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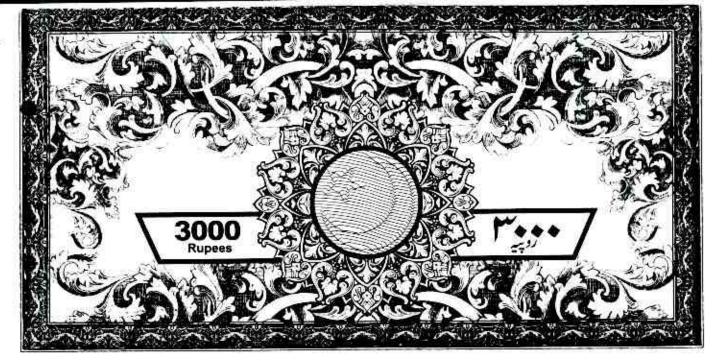
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CONTRACT AGREEMENT

INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD WORK) AT BENAZIR BHUTTO TOWN, DEH MANDIARI, KARACHI.

M/S. FATIMA ENGINEERING COMPANY

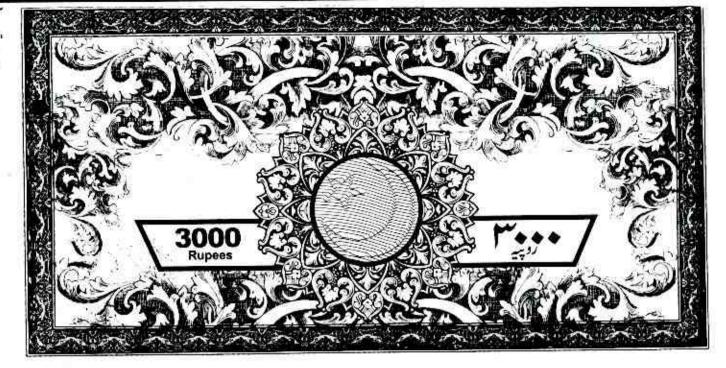
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INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD WORK) AT BENAZIR BHUTTO TOWN, DEH MANDIARI, KARACHI.

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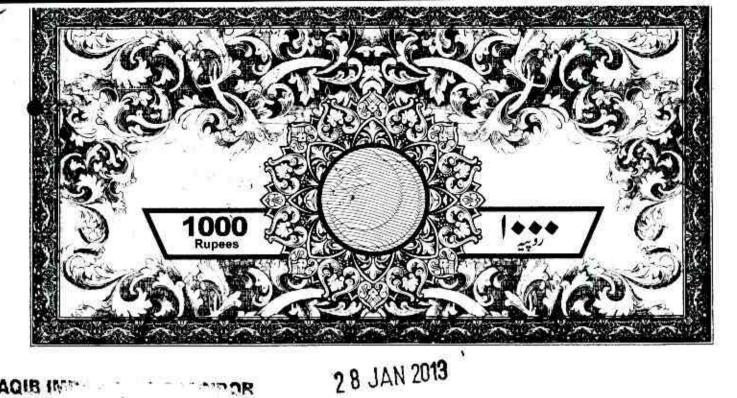
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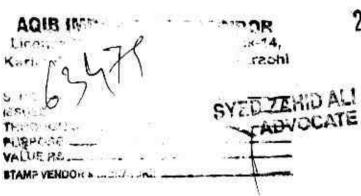


Soll 3. CONTRACT AGREEMENT

INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD WORK) AT BENAZIR BHUTTO TOWN, DEH MANDIARI, KARACHI.

M/S. FATIMA ENGINEERING COMPANY



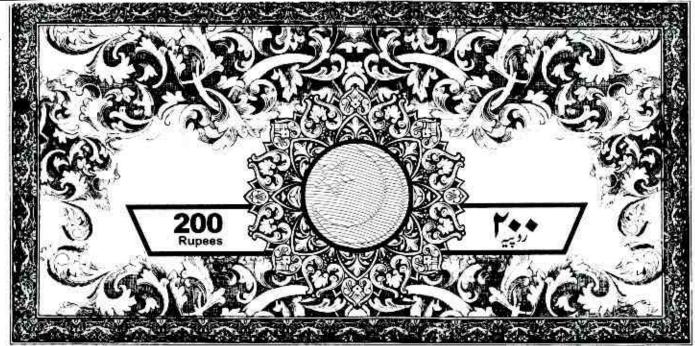


CONTRACT AGREEMENT

INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD WORK) AT BENAZIR BHUTTO TOWN, DEH MANDIARI, KARACHI.

M/S. FATIMA ENGINEERING COMPANY

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TO THE PLANT OF THE PROPERTY OF THE

CONTRACT AGREEMENT

INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE & ROAD WORK) AT BENAZIR BHUTTO TOWN, DEH MANDIARI, KARACHI.

M/S. FATIMA ENGINEERING COMPANY

Center



GOVERNMENT OF SINDH PROJECT DIRECTIORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN Appolo Centre, PNS Raza, Main Dalmia Road, Karachi

BID OPENING REPORT

Name of Procedure Agency.

Project Director

Shaheed Mohtrama Benazir Bhutto Town

Tender Reference No.

Contract NoSMBBT/KAR/INF-025

Tender Description / Name of Work.

Internal Development of works of Block-25 (Water Supply, Sewerage & Road) at Benazir Town, Deh

Mandiari, Karachi.

Method of Procurement

Single Stage Envelope Procedure.

Tender Published

Daily The News, Daily Kawish, Daily Sindh Sajaag Dated 16-11-2012 & Daily Express Date 17-11-2012

SPPRA ID No. 10018/2012 .

Total Bid Documents Sold.

3 Nos.

Total Bids Received.

3 Nos.

Technical Bid Opening date.

Not applicable. Not applicable

9. No. of Bid Technically Qualified

No

10. Bid(s) Rejected.

06-12-2012

11. Financial Bid Opening date

12. Bid Evaluation Report

5.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate i/c. 5% Contingencies	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Fatima Engineering Company .	Rs. 1,40,55,501/-	1,37,18,289/=	2.46% Above	1st Lowest	Accepted being the 1st
2	M/s. Mehrab Builders	Rs. 1,42,33,653/-		3.76% Above	2nd Lowest	Rejected being the 2nd Lowest
3	M/s. Samad Khan Babar & Brothers	Rs.1,44,00,125/-		8.25% Above	3rd Lowest	Rejected due to short deposit of pay order of Bid Security.

Executive Engineer scheme-36, KDA (Member PC) Executive Engineer (D&E), LDA

Member(PC)

Deputy Director (F&A **SMBBT**

(Member / Secretary, PC)

Executive Engineer(SMBBT) Member(PC)

Director (F&A), SMBBT Chairman

LIST OF BIDDERS

S.No.	Name of Bidder
1	M/s. Fatima Engineering Company
2	M/s.Mehrab Builders
3	M/s.Samad Khan Babar & Co.

Executive Engineer
SMBET (Board of Revenue)
George Markent of Sindh

INSTRUCTIONS TO BIDDERS

(Note:

(These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or Federal/ Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
- duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

b) duly pre-qualified with the Procuring Agency. (Where required).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:
 - (i) company profile;
 - (ii) works of similar nature and size for each performed in last 3/5 years;
 - (iii) construction equipments;

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- qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1 Instructions to Bidders & Bidding Data
 - Form of Bid, Qualification Information & Schedules to Bid.

Schedules to Bid comprise the following:

- Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
- 3 Conditions of Contract & Contract Data
- Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
- 5 Specifications
- 6 Drawings, if any

IB.5 Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

Contractor



An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

- At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
- (a) Offer /Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- Bids must be received by the Procuring Agency at the address/provided in Bidding Data 15.1 not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall

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- be addressed to the Procuring Agency at the address provided in the Bidding Data;
- bear the name and identification number of the Contract as defined in the Bidding (b)
- provide a warning not to open before the specified time and date for Bid opening (c) as defined in the Bidding Data. (d)
- in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in
- If the outer envelope is not sealed and marked as above, the Procuring Agency will (e) assume no responsibility for the misplacement or premature opening of the Bid.
- Bids submitted through telegraph, telex, fax or e-mail shall not be considered. 15.3
- Any bid received by the Procuring Agency after the deadline for submission prescribed in 15.4 Bidding Data will be returned unopened to such bidder.
- Any bidder may modify or withdraw his bid after bid submission provided that the 15.5 modification or written notice of withdrawal is received by the Procuring Agency prior to
- Withdrawal of a bid during the interval between the deadline for submission of bids and 15.6 the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- The Procuring Agency will open the bids, in the presence of bidders'representatives who 16.1 choose to attend, at the time, date and in the place specified in the Bidding Data.
- The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and 16.2 such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend
 - Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring 16.3 Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and hochange in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43). SMBBT/KAR/INF-025 Contractos.

- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
 - (A). Major (material) Deviations include:
 - (i) has been not properly signed;
 - (ii) is not accompanied by the bid security of required amount and manner;
 - (iii) stipulating price adjustment when fixed price bids were called for;
 - (iv) failing to respond to specifications;
 - (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
 - (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
 - (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
 - (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
 - (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

(ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

(iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);
 - (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful does to another party;

- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or 18.1 prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

The determination will take into account the bidder's financial and technical capabilities. 18.2 It will be based upon an examination of the documentary evidence of the bidders'qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

- Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid 19.1 has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given properly to all the bidders (SPP. Rule 25). Contractor.....

5.1 Requirements for Contractor's design (if any): Not applicable

7.2 Programme:

Time for submission: Within seven (07) days of the Commencement Date.

Form of programme: Bar Chart

Amount payable due to failure to complete shall be 0.1% per day up to a maximum of 7.4 (10%) of sum stated in the Letter of Acceptance. In addition to the Liquidated Damages, the Contractor shall borne all the cost/expenses related to the supervision of the works by the Engineer and his staff covering salaries of the Engineer and all of his Site Supervision staff including all the benefits, providing, running and maintenance of all the Engineer's Facilities up to the issuance of the Taking Over Certificate by the Employer. All the above cost/expanses will not be reimbursed / paid to the Contractor beyond the approved completion period of the works.

7.5 Early Completion

Not Applicable

9.1 Period for remedying defects: 365 days

10.2 (e) Variation Procedures:

The Contractor shall submit with his bid, the Day work rates of Plant & Equipment and manpower

Variation and Claim Procedures: 10.6

Add following at the end of Clause 10.6

The Contractor shall not be entitled for any payment in respect of the claim(s) if the Contractor fails to comply with the requirements of time period stipulated in this Clause 10.6 and or fails in keeping and producing necessary records of claim whenever demanded by the Engineer.

11.1 Terms of Payments

a) Mobilization Advance

- Mobilization Advance up to 10 % of the Contract Price stated in the Letter (1)of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:
 - (i) On submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
 - (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
 - This Advance including the interest shall be recovered in 5 equal (iii) install pents from the five (05) R.A bills and in case the number of

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bills is less than five (05) then 1/5of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
 - The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75% of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
 - (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
 - (viii) Detailed account of advances must be kept in part II of running account bill; and
 - (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

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OFFICE OF THE EXECUTIVE ENGINEER (P/C) SHAHEED MOHTARMA BENAZIR BHUTTO TOWN

Apollo Centre Near Bahria University, Stadium Road, Karachi Phone # 021-99240255

No. EE/SMBBT/INF-025/2013/ / 9

Dated 26/ 2/2013

M/s. Fatima Engineering Company, Banglow # C-6/A, 13-D/3, Baloch Goth, Gulshan-e-Iqbal, Karachi.

LETTER OF COMMENCEMENT

Subject:

INTERNAL DEVELOPMENT WORKS OF BLOCK-25 (WATER SUPPLY, SEWERAGE AND ROADS) AT BENAZIR TOWN, DEH MANDIARI, KARACHI. [CONTRACT PACKAGE NO: SMBBT/KAR/INF-025]

With reference to the letter of acceptance for the above noted work at a cost Rs.1,40,55,501/= (Rupees One Crore Forty Lac Fifty Five Thousand Five Hundred One only) issued vide this office letter No: EE/SMBBT//INF-025/06 dated: 23-01-2013. You are requested to make immediate arrangement to start the work within Seven (07) days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e. 180 days (6 months).

Please note that the work should be carried out strictly in accordance with the drawing, design, specifications, term & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

In case you failed to commence the work within Seven (07) days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be initiated against you.

Executive Engineer

Copy forwarded for information to:

- 1. The Director (F&A), SMBBT.
- 2. The Chief Engineer, SMBBT.
- 3. The Superintending Engineer, SMBBT.
- 4. The Assistant Executive Engineer, SMBBT
- 5. The PS to Project Director, SMBBT
- 6. M/s. EA Consulting (Pvt.) Ltd.

BILL OF QUANTITIES

SUMMARY OF BILLS

BILL No.	DESCRIPTION	TOTAL (Rs.)
1.	ROAD WORKS	As: 60,85,600f:
2	SEWERAGE	Rs. 36.37296/
3	WATER SUPPLY	A. 4.352605-51
	TOTAL COST OF PROJECT	No. 14055501.5

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SMBBT/KAR/INF-025

BILL OF QUANTITIES

Bill No: 1 : ROAD WORKS

Item #	Item Description	Unit	Estimated Otty.	Rate	Amount
101	Clearing & Grubbing	Sq.ft.	82,000	7.100/2	164000
104	Compaction of Natural Ground	Sq.ft.	82,000	g. 50/.	20500
106a	Excavate Unsuitable Common Material	Cu.ft	1,500	4.St/.	164000 205000 67501
Ю6(b ii)	Excavate Unsuitable Material in all type of Rock Material	Cu.ft.	3,000	13/2	1,000
108a	Formation of embankment from roadway Excavation in common material	Cu.ft.	10,400	5/2	450004 52,000
108Ь	Formation of Embankment from roadway Excavation in all type of Rock Matrial	Cu.ft.	4,500	15/2	67,506
108c	Formation of Embankment from borrow Excavation in common material	Cu.ft.	286,650	10/=	28,66, % c
109a	Sub grade preparation in earth cut	Sq.ft,	29,700		103450
201	Granular Sub-base	Cu.ft.	26,550	22/2	584/00
206b	Water Bound Macadam Base with Coarse Aggregate Class B	Cu.ft.	25,200	35/2	88,2ccij
304a	Single Surface Treatment including Bitumen prime coat	Sq.ft.	50,400	33/2	110,8800

Total Bill No. 1 : ROAD WORKS

60,85,600 j.

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

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BILL OF QUANTITIES

Bill No.2 : SEWERAGE

Item.	Item Description	Unit	Estimated	Rate	Amount
No.		Onn	Quantity	(Rs.)	(Rs.)
	PART-A (Schedule Items)				
1	EXCAVATION				
1.1	Excavation for pipe line in trenches, and pits in all kind of soils i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the Engineering Incharge, providing fence guard light flags and temporary crossing for non vehicular traffic where ever				
	required lift upto 5 ft (1.52 m) and lead upto one				
	chain (30.5 m)	6.6	24,760	Q. cet	318/1/0
	0'-0" to 5'-0"	Cu.ft	24,760	3.39 5	210460
1.2	Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers incharge providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu.ft	960	<i>y</i> .	
	0.70 (0.750)	Lu.it	300	3//-	20/60/
2	BACKFILLING	- 1	1		
2.1	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete in all respect as per drawing and			_,	
	approval of the Engineer Incharge.	Cu.ft	34,430	5/2	172/501:

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Contractor.....

BILL OF QUANTITIES

Bill No.2 : SEWERAGE

Item.	Item Description	Unit	Estimated	Rate	Amount
No.	Exelicit de sensi entre ava	UIIR	Quantity	(Rs.)	(Rs.)
3.6	DEWATERING				
3.6.1	Dewatering of trenches including cost of all labour, material and equipment/machinery POL required for dewatering of trenches, also including the cost of disposal of water to suitable place etc complete in all respect as per specification and directed by the Engineer Incharge (provisional).	Days	30.00	Эск е ј.	60,000/
3	CONSTRUCTION OF MANHOLE		1		
3.1	EXCAVATION)		
3.1.1	Excavation for tanks and reservoir in all kind of soils i/c trimming and dressing sides to true alignment/design section/ profiles and shape, leveling of beds of trenches to correct level and grade i/c laying ofearth in 6" layer for construction of banks and dressing and disposal of surplus earth. with in a one chain as directed by the Engineering Incharge, providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift upto 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu.ft	9,620	8·5c/ =	81776/
3.2	CONCRETE WORK			70. (1)	A.
	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering. (Ratio 1:4:8)	Cu.ft	270	132/2	35660

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BBT/KAR/INF-025

BILL OF QUANTITIES

Bill No.2 : SEWERAGE

Item.	Itam Description	Unit	Estimated	Rate	Amount
No.	Item Description	Unit	Quantity	(Rs.)	(Rs.)
3.2.1	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid seperately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle). RC work in roof slab, beams, columns rafts. Lintels and other structural members laid in situ or precast laid in position completed in all respected. Ratio (1:2:4) 90 Lbs cement 2Cft sand 4Cft shingle 1/8" to 1/4" gauge complete in all respect, as per specifications & relevant drawings and all works to the entire satisfaction of the Engineer. (Ratio 1:2:4)				
	Wall/Bed	Cu.ft	3,990	195/2	77808
3.3	BITUMEN COATING Bitumen coating to plastered or cement concrete surface, complete in all respect, as per specifications & relevant drawings and all works to the entire satisfaction of the Engineer.	Sft.			21800
3.4.1	STEEL REINFORCEMENT Providing and fabrication of steel reinforcement for cement concrete, including cutting, bending, laying in position, ranking joints and fastenings, including cost of binding wire and labour charges for binding of steel reinforcement (also includes removal of rust from bars). The rate includes wastage, overlaps and chairs etc. b) Using Tor Bars	kg			34000

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BBT/KAR/INF-025

BILL OF QUANTITIES

Bill No.2 : SEWERAGE

Item.	Item Description	Unit	Estimated	Rate	Amount
No.	ten Description	Unit	Quantity	(Rs.)	(Rs.)
3.5	WATER STOPPER Providing " expansion joint" in concrete work of 9" wide corugated PVC water Stoper (with Bulb) i/c Soldring cost of matrial and labour etc. complete. Manufacturing and supply RCC manhole covers	R.Ft	480.00	780f2	360 <i>cr</i> e
3.0.2	cast in 1:2:4 concrete ratio using SRC, 3 inch deep at center reinforced with 3/8" dia tor steel bars at 4" c/c welded to 1/8" thick 2.5 inch deep M.S plate including curing stacking and transportation with in 10 miles. a) 21" dia	Each	40.00		Stroot
	Sub-Total (Part-A)				18200301

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CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS - BLOCK-25 BENAZIR TOWN, DEH MANDIARI, KARACHI

CONTRACT PACKAGE NO: SMBBT/KAR/INF-025

BILL OF QUANTITIES

Bill No.2 : SEWERAGE

Item. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
1 1.3	PART-B (None - Schedule Items) EXCAVATION Add for extra lift of every 3ft of part there of in item of all kinds of excavation 5ft to 8ft	Cu.ft		ıot	1,577
2	GRANULAR BEDDING	Cu.n	3,184	1.30/2	47761
2.1	Providing, spreading, and consolidating of granular bedding material of approved quality including watering etc. complete in all respect as per drawings and specification and as directed by the Engineer Incharge.				
	Constitution of the Consti	Cu.ft	3,380	33/2	77749
3 3.1	RCC PIPES Providing RCC pipe of ASTM C-76-62T/C-76-70 with rubbering class-II wall B and fixing in trenches including cutting fitting and jointing with rubber rings including testing with water to specified pressure. (Using SR Cement) 8in dia RCC	Rft			
195	6in dia RCC(HOUSE CONNECTION)	Rft	450	425%	191250
4	CONSTRUCTION OF INSPECTION CHAMBER Construction inspection chamber of size 2'x2'x2.5' including RCC cover and frame as per drawing and specification also including Cost of material excavation of earth, backfilling, formwork, dispossal of surplus material.	No.s		195.3	420.cod
_	Sub Total of Part of "B"			P.	18,17266
	Sub Total of Part of "A"			90.00	18.20030
	Total of Part of "A" and "B"			7,6	3637296
	Total Bill No.2: SEWERAGE			37213	36372961

SEAL OF THE COMPANY

SIGNATURE OF BIDDER

BBT/KAR/INF-025

BILL OF QUANTITIES

BIII No.3: WATER SUPPLY

Item. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	PART-A (Schedule Items)				
1	EXCAVATION				
1.1	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers incharge providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	34 275	8.se/2	9913375
5 4 0000		X-0-1 X1	3.1,0.5	/-	/
1.2	Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth within a one chain as directed by the Engineers incharge. Providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	14,689	91/2	308469/
2	SAND BEDDING				
	Supply/Stacking and filling sand of approved quality from out side sources in foundation trenches including dressing, watering & consolidation	Cu. ft	5,704	11/=	63744/
3	BACKFILLING Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete in all respect as per drawing and				
	approval of the Engineer Incharge.	Cu, ft	42.922	6/z	257539

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BILL OF QUANTITIES

Bill No.3: WATER SUPPLY

Item. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
4	PIPES (uPVC) Providing uPVC pipes fixing in trench i/c cutting fitting and jointing with rubber ring (Z- joint) i/c testing with water to head 91.5 meter or 300 ft.				
4.1	3" dia (Class C)	R ft.	2,501	932/2	555222
4.2	4" dia (Class C)	R ft.	2,477	248/2	614396
5	FITTINGS (uPVC) Providing and fixing ,uPVC Bell End fitting with rubber ring (Z-joint), with no welded joint, compatible to BSS etc in trenches to correct alignment and grade complete in all respect as indicated in the drawing and specifications and all other accessories and equipment required for laying and jointing testing etc.				
5.1	TEE (EQUAL & UNEQUAL)			Samuel a	a [
5.1.3	3" x 3" x 3"	Nos	9	3300/L	No foot 2
5.2	END PLUG (Provisional)		~	123 1	016
5.2.1	3" dia	Nos	50	162012	of 11 cmg
5.2.2	4" dia	Nos	30	775/	30700f2 81,000f2 23350f2
6	THRUST BLOCKS Cement Concrete Plain in 1:2:4 using SRC, including placing compacting finishing and curing complete in all respect as per drawing and approval of the Engineer Incharge PIPE SURROUND	Cu. ft	57	27.5J.	15675
vai	Constructing of surround pipe and pipe support in concrete CC 1:2:4 using SRC, including cost of formwork and curing etc. complete in all respect as per instruction of engineer in charge and specification.	Cu, ft	1,002	190/2	19034d
	Sub-Total (Part-A)			Æ	242060

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BILL OF QUANTITIES

BIII No.3: WATER SUPPLY

Item. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	PART-B (Non - Schedule Items)	5.55	The state of the s		
1	REDUCERS	- 1			
1.1	4" X 3"	Nos	4	Scot-	24000fz
2	FLANGED ADOPTER			304	, ,
2.1	4" dia	Nos	16	isoct.	34100
3	GATE VALVES			131-	× 10 - 1
	C.I Sluice Valve heavy duty pattern (test pressure	- 1			
	21.0 Kg/sq cm or 300lb/sq inch				200000000000000000000000000000000000000
3.1	4" dia	Nos	4	1600012	64,000
4	AIR VALVES	100000	400	Wester gam	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Air Valve double acting 3" X 1" imported			AVE SE	24
4.1	3" dia	Nos	4	XUCCC	. 64,000 80,000
5	HOUSE CONNECTION		1.00	7/	. XE
5.1	Providing making, fixing & connecting water				
	supply line for house connection including				
	testing, comessining, excavation, road crossing,				
	back filling complete as per drawing,				
	specafication or As directed by the Engineer.				
	(Cross the road.)	Each	21	40.000	8,40,00
5.2	Providing making, fixing & connecting water	5-0-0-110-0-1		/ /2	1
	supply line for house connection including	T I			-
	testing, comessining, excavation, back filling				
	complete as per drawing, specafication or As				
	directed by the Engineer (Along water supply				15
	line)	Each	21	30 cccf.	£30,000
6	CONSTRUCTION OF VALVE CHAMBER			- M.S.	s = 10 A
	Construction of Valve chamber 3'X 3' ft inside				
	dimension 5' deep as per approved design for 4"			1	
	dia pipe cast iron cover and fram (wt= 2Cwt qr				
	fixed in RCC 1:1-1/2:3 slab 6" thick (with 5lbs				
	steel per cft) top i/c providing and fixing MS foot				
3	rest every one foot beyond 2 1/2 ft depth curing	- 1			
}	excavation back filling and disposal of surpluse	- 4	3))		
1	earth complete. Including Reinforcement cost				
	Fair face Steel form work etc, Complete in all	- 3			
	respect and as per Drawing and specification.			2/10011	279000
		Each	8	-	272cccf
	Sub Total of Part of "B"			Rs	1912000
	Sub Total of Part of "A"			A	24.20 6050
	Total of Part of "A" and "B"			R	4332605.
	Total Bill No.3: WATER SUPPLY			D	43326055

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

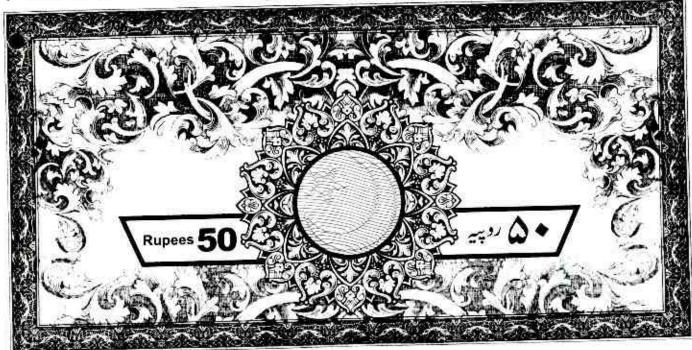
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REHAN AKHTAR Stamp Vendor Licence No.129, Shop No. 16 Slock-14, Karim Plaza Gulshan e-Jobal, Karachi

2 8 JAN 2013

ZAHID MEHMOOD

BL-1 Appendix-L to Bid

(INTEGRITY PACT) DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. SMBBT/KAR/INF-025/06

Dated: 23-01-2013

Contract Value: Rs. 1,40,55,501/=

Contract Title: Internal Development works of Block-25 (Water Supply, Sewerage & Road) at Benazir

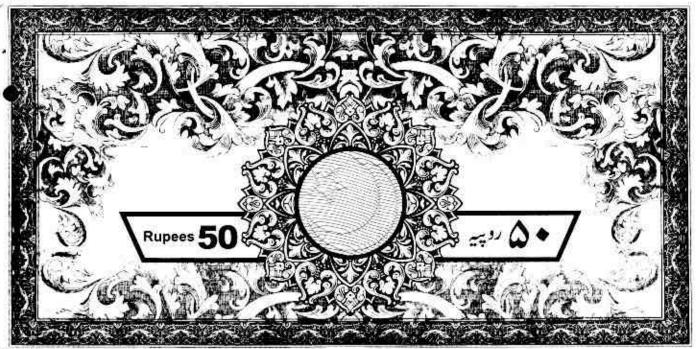
Bhutto Town, Deh, Mandiari, Karachi.

M/s. Fatima Engineering Company 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. Fatima Engineering Company] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (Directorate of Shaheed Mohtrama Benazir Bhutto Town) except that which has been expressly declared pursuant hereto.

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REHAN AKHTAR Stamp Vendor Licence No.129, Shop No. 16 Biock-16, Karim Plaza Guisnan-e-Icha', Aarachi

2 8 JAN 2013

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ZAHID MEHMOOD Advocate

[M/s. Fatima Engineering Company] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[M/s. Fatima Engineering Company] 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, tight, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [M/s. Fatima Engineering Company] agrees to indemnify PA for any loss or damage incurred by it on account if its corrupt business practices and further pay commission, gratification, bribe, finder's fee or kickback given by [M/s. Fatima Engineering Company] 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 PA.

Procuring Agenest Sinds

Contractor A



PROJECT DIRECTORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN Apollo Centre, Near Bahria University, stadium Road, Karachi

Phone # 021-99240255

No.EE/SMBBT/DRN-02/2013/ 2/

Dated 6 -02-2013

The Manager (CB), Sindh Public Procurement Regulatory Authority, Barrack No.8, Sindh Secretariat No.4-A, Court Road, Karachi.

Subject:

RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MENDIARI,

KARACHI (CONTRACT NO.DRN-002).

Reference:

SPPRA ID NO.10018/2012

I am directed to enclose herewith Contract Evaluation Form along with Integrity pact for the above mentioned work for your perusal and for hoisting on SPPRA website in accordance to Rule-50.

Executive Engineer SMBBT, GOS

Copy forwarded for information:-

- The Director (F&A), SMBBT.
- The Chief Engineer, SMBBT.
- The Superintending Engineer, SMBBT.
- 4. P.S to Project Director, SMBBT.

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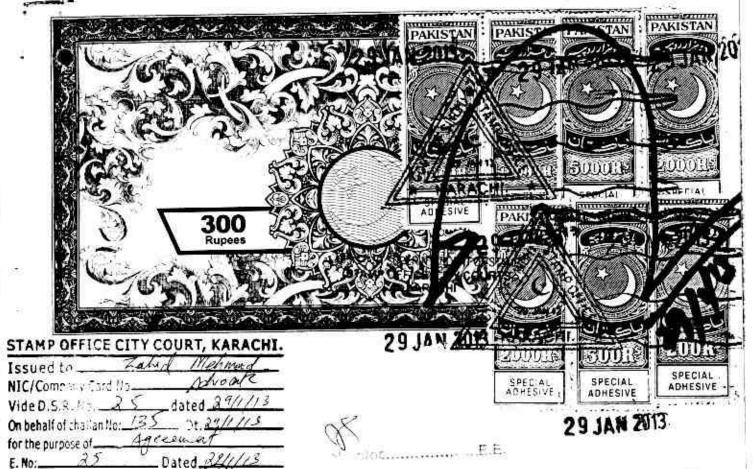
SPPRA INWARD DIARY
NO: 28/2

1

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY CONTRACT EVALUATION FORM

1	NAME OF THE ORGANIZATION	Project Directorate, Shaheed Mohtarma Benazir Bhutto Town in Sindh	
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh.	
3	TITLE OF CONTRACT	Re-Modeling of Existing Nala at Benazir Town, Deh Mandiari, Kemari Town, Karachi.	
4	TENDER NO	DRN-002	
5	BRIEF DESCRIPTION OF CONTRACT	As Above	
6	FORUM THAT APPROVED THE SCHEME	PDWP, GOS	
7	TENDER ESTIMATED VALUE	Rs.2,74,40,000/-	
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs.2,72,64,615/=	
9	ESTIMATED COMPLETION PERIOD	180 days	
10	TENDER OPENED ON (DATED & TIME)	6th December, 2012 at 14.00 hours.	
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	Three (03) Nos.	
12	NUMBER OF BIDS RECEIVED	Three (03) Nos.	
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	Three (03) Nos.	
14	BID EVALUATION REPORT (ATTACH A COPY)	Yes (Copy attached)	
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Samad Khan Baber & Co. C-225, Block-A North Nazimabad, Karachi.	
16	CONTRACT AWARD PRICE	Rs. 2,72,64,615/=	
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e 1ST, 2ND, 3RD EVALUATED BID)	1st Lowest Evaluated Bid	
18			
19	APPROVING AUTHORITY FOR AWARD OF	Project Director, SMBBT	
20	THE REPORT OF THE PARTY OF THE	N/A	
21	ADVERTISEMENT SPPRA WEBSITE NEWSP APERS	Dated 09-06-2012 SPPRA ID No.10018/20 Daily The News, Kawish & Sindh Sujjag dated 16-11-2012 & Express dated 17-11-2012	
22	NATURE OF CONTRACT	Dom <mark>estic / Local</mark>	
23	WHETHER QUALIFICATION CRITERIA WAS	Yes (Copy Enclosed)	

24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS	Yes (Copy Enclosed)		
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING	Open Competitive Bidding Method was used		
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS	Yes		
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID	Yes		
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT	Yes		
29	WHETHER THE NAMES OF THE BIDDERS THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	Yes		
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT	Yes(Copy Enclosed)		
31	ANY COMPLAINT RECEIVED	No		
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS	No		
33	WAS THE EXTENSION MADE IN RESPONSE TIME	No		
34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No		
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED			
36	WAS A VISIT MADE BY ANY OFFICER / OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD			
37	WERE PROPER SAFEGUARD PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)			
38	SPECIAL CONDITIONS IF ANY	No		
39	DATED OF AWARD OF CONTRACT	21-02-2013.		
40	SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	Executive Engineer CANTER T (Board of Revenue)		



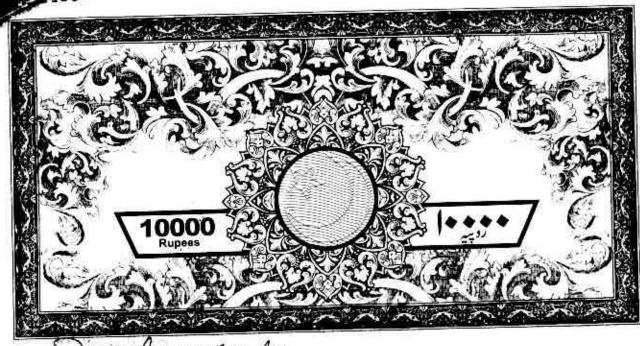
THIS SOUNTRACT AGREEMENT (hereinafter called the Agreement) made on the day of felicity (month) 2013 between Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the Procuring Agency) of the one part and M/s. Samad Khan Babar & Co., C-225, Block-A, North Nazimabad, Karachi (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works viz RE-MODELINBG OF
EXISTING N LA AT BENAZIR TOWN, DEH MANDIARI, KARACHI (CONTRACT PACKAGE NO.
SMBBT/KAR DRN-002) Should be executed by the Contractor and has accepted a bid by the Contractor for the exection and completion of such works and remedying of any defects therein.

NOW this agreement witnesses as follows.

- In this agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- ? That following documents after incorporating addenda, if any except those parts relating to:
 - a. The Contract agreement.
- b. The Letter of Acceptance.
 - c. 150 completed Form of Bid
 - d. Sp. -- Stipulations (Appendix A to Bid)
 - e. The pecial Conditions of Contract Part-II
 - f. The Gineral Conditions Part-I
 - g. The pri "u "ill of Quantities (Appendix D to Bid)

A. 2



STAMP OF	FICE CITY COURT, KARACHT
Issued to.	Lucia GLOG
NIC/Compan Vide D.S.R.	No. 2 da :d
On behalf of ch	of
E. No:	Dated 70.77
	h. The completed Appendices to Bid (B,C,E to L)
	The specifications k (any other)

- 3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity an in all respects with the provisions of the Contract.
- 4. Procuring Agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month year first before written in accordance with their respective laws.

Seal

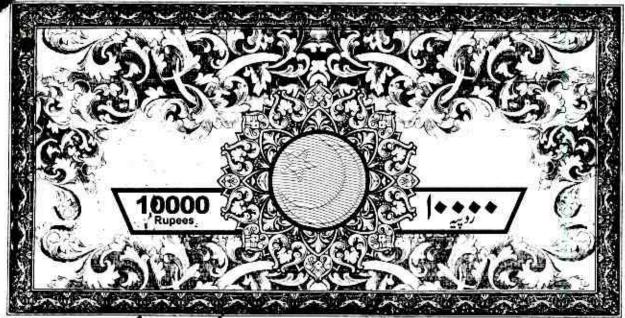
(Signature of Procuring Agency)

Witness:

Signature.

Signature. It I to I for the Server Name of Firm T-604 Sector 44-A Kenny Me 2 Kennels

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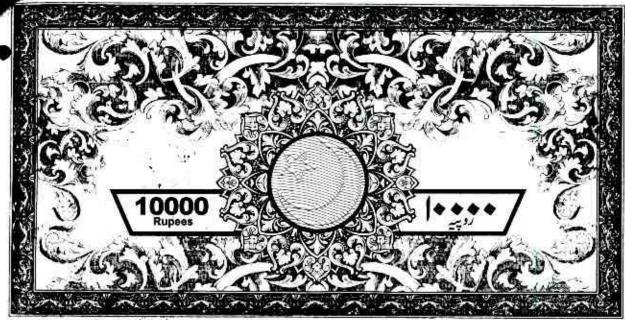
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On behalf of challan No: 62 pt 2011	
for the parpose of	
E. No: Dated Print	
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CONTRACT AGREEMEN	I

RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/DRN-002)

M/S. SAMAD KHAN BABAR & CO.



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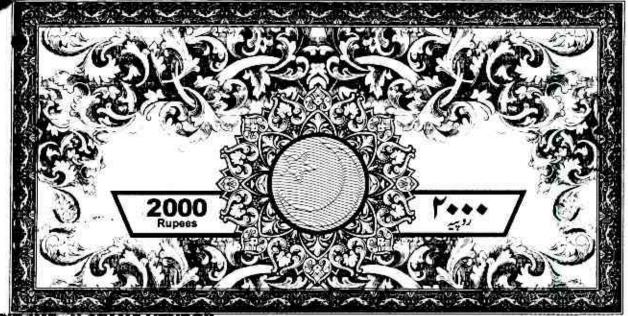
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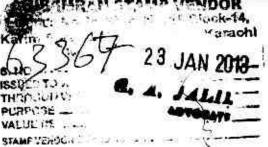
RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/DRN-002)

M/S. SAMAD KHAN BABAR & CO.



The Transfer



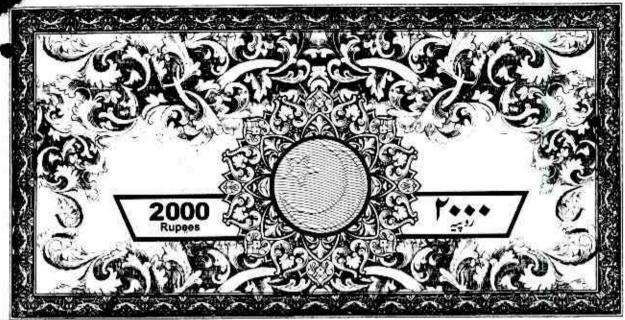


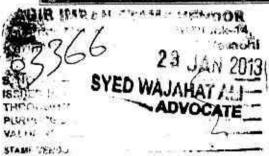
RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/DRN-002)

M/S. SAMAD KHAN BABAR & CO.



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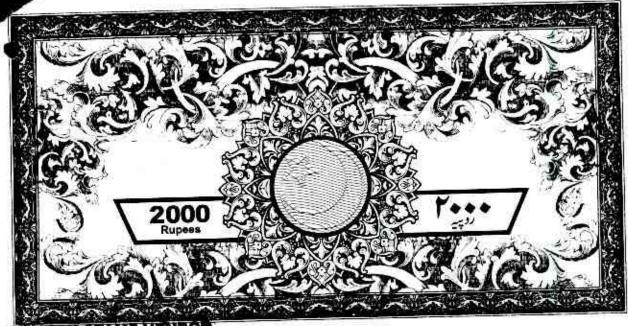


RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/DRN-002)

M/S. SAMAD KHAN BABAR & CO.



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Sobalt Ahmed Khan
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CONTRACT AGREEMENT

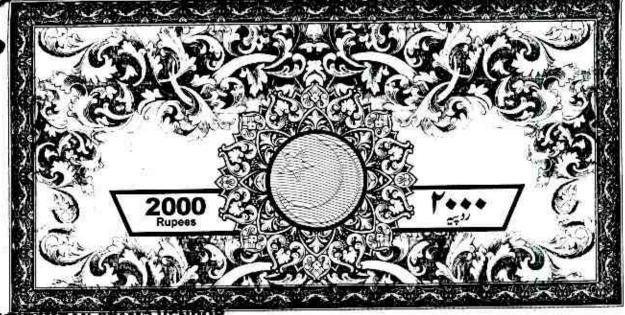
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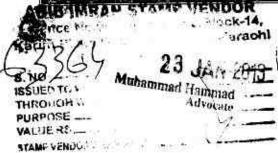
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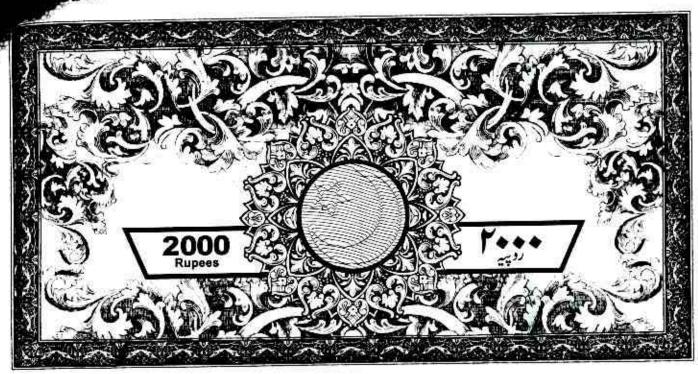


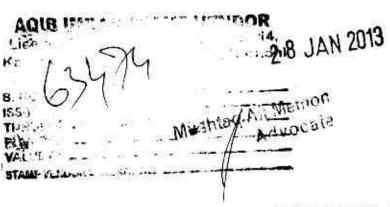
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M/S. SAMAD KHAN BABAR & CO.



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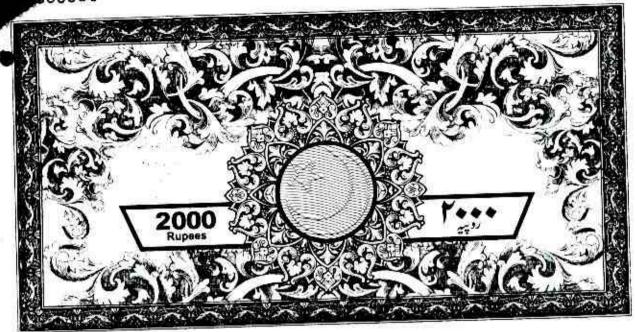




RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/DRN-002)

M/S. SAMAD KHAN BABAR & CO.





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63369	23 JAN 2013-
PURPLICATION	UAD CHOHAN -
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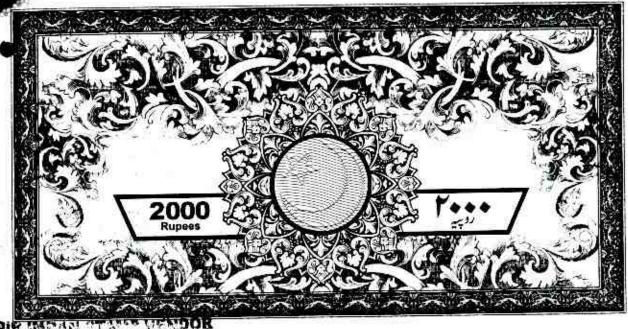
RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/DRN-002)

M/S. SAMAD KHAN BABAR & CO.



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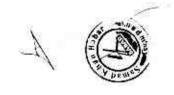


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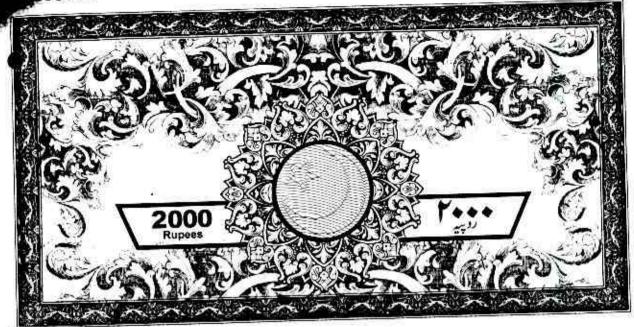
CONTRACT AGREEMENT

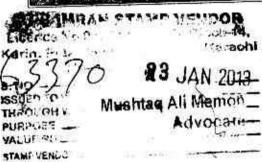
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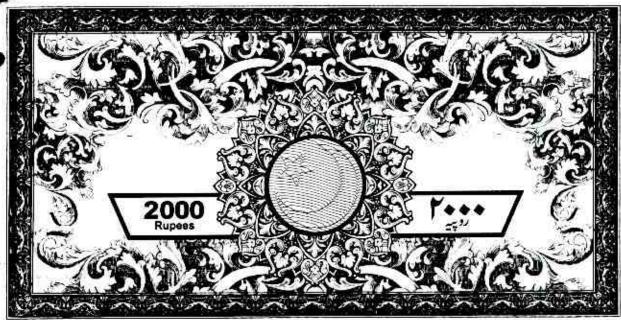


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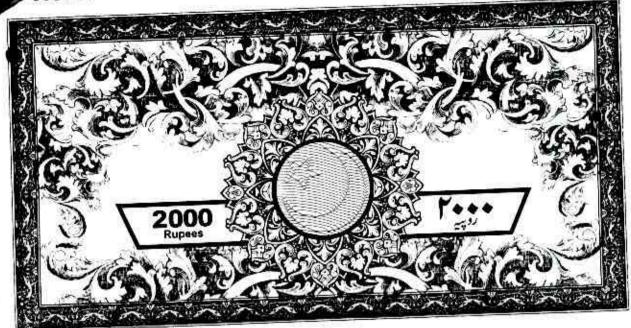
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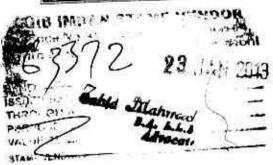
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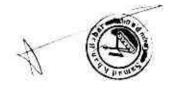
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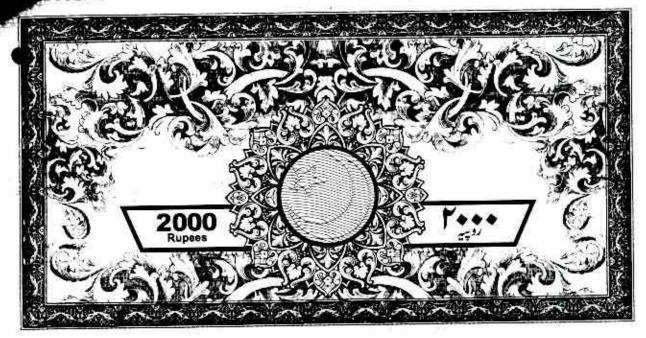


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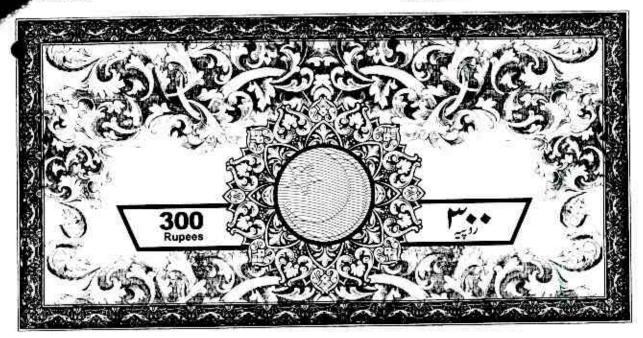


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M/S. SAMAD KHAN BABAR & CO.



A. C.



REHAN AKHTAR Stamp Vendor Licence No 125 Shor No 16 Block 14, Karim Plaza Guishaire Iqual, Karachi

S.NO. 049407

DATE 22 JAN 2013

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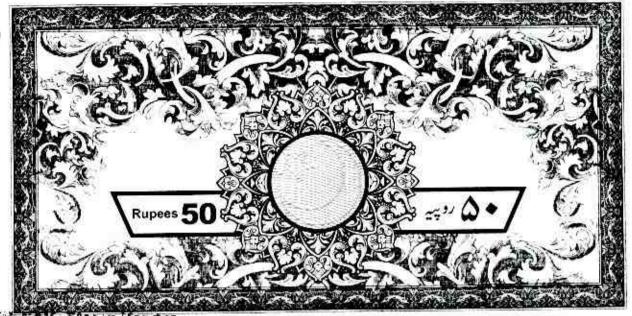
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M/S. SAMAD KHAN BABAR & CO.



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CONTRACT AGREEMENT

RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO. SMBBT/KAR/DRN-002)

M/S. SAMAD KHAN BABAR & CO.



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GOVERNMENT OF SINDH PROJECT DIRECTIORATE

SHAHEED MUHTARMA BENAZIR BHUTTO TOWN

Appolo Centre, PNS Raza, Main Dalmia Road, Karachi

BID OPENING REPORT

1. Name of Procedure Agency.

Project Director

Shaheed Mohtrama Benazir Bhutto Town

2. Tender Reference No.

Contract No. DRN-002

3. Tender Description / Name of Work.

5. Telluer Description / Name of Work

Re-Modeling of Existing Nala at Benazir Bhutto

Town, Deh Mendhar, Karachi.

4. Method of Procurement

Single Stage Envelope Procedure.

5. Tender Published

Daily The News, Daily Kawish, Daily Sindh Sajaag

Dated 16-11-2012 & Daily Express Date 17-11-2012

SPPRA ID No. 10018/2012 .

6. Total Bid Documents Sold.

3 Nos.

7. Total Bids Received.

3 Nos.

8. Technical Bid Opening date.

Not applicable.

9. No. of Bid Technically Qualified

Not applicable

10. Bid(s) Rejected.

No

11. Financial Bid Opening date

06-12-2012

12. Bid Evaluation Report

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate i/c 5% Contingencies	Comparasion with Estimated Cost.	Ranking In Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s.Samad Khan Babar & Co.	Rs. 2,74,40,000/-	2,72,64,615/=	0.64% Above	1st Lowest	Accepted being the 1st Lowest
2	M/s. Mehrab Builders	Rs. 2,79,60,000/-		2.55% Above	2nd Lowest	Rejected being the 2nd Lowest
3	M/s. M.M. Traders	Rs.2,84,60,000/-		4.38% Above	3rd Lowest	Rejected being 3rd Lowest

Executive Engineer

scheme-36, KDA (Member PC)

Executive Engineer (D&E), LDA

Member(PC)

Deputy Director (F&A)

SMBBT

(Member / Secretary, PC)

Executive Engineer(SMBBT)

Member(PC)

Director (F&A),SMBBT Chairman (PC)

LIST OF BIDDERS

S.No.	Name of Bidder
1	M/s. Samad Khan Babar & Co.
2	M/s.Mehrab Builders
3	M/s.M.M.Tradera

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INSTRUCTIONS TO BIDDERS

(Note:

(These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

1B.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or Federal/ Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
- duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

duly pre-qualified with the Procuring Agency. (Where required).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:
 - (i) company profile;

(ii) works of similar nature and size for each performed in last 3/5 years;

(iii) construction equipments;

P.E.E.

- qualification and experience of technical personnel and key site (iv) management;
- financial statement of last 3 years; (v)
- information regarding litigations and abandoned works if any. (vi)

Cost of Bidding

bidder shall bear all costs associated with the preparation and submission of its bid the Procuring Agency will in no case be responsible or liable for those costs. gardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

Contents of Bidding Documents

addition to Invitation for Bids, the Bidding Documents are those stated below, and ould be read in conjunction with any Addendum issued in accordance with Sub-Clause 6.1.

Instructions to Bidders & Bidding Data Form of Bid, Qualification Information & Schedules to Bid.

Schedules to Bid comprise the following:

- Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (i)
- Schedule B: Specific Work's Data (ii)
- Schedule C: Works to be Performed by Subcontractors (iii)
- Schedule D: Proposed Programme of Works (iv)
- Schedule E: Method of Performing Works (v)
- Schedule F: Integrity Pact (works costing Rs 10 million and above) (vi)
- Conditions of Contract & Contract Data
- Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
- Specifications
- Drawings, if any

Clarification of Bidding Documents 18.5

A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

Amendment of Bidding Documents (SPP Rules 22(2) & 22).

- At any time prior to the deadline for submission of Bids, the Procuring Agency may, for 6.1 any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.2 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- To afford interested bidders reasonable time in which to take an addendum into account in 6.3 preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

Language of Bid **IB.7**

All documents relating to the Bid shall be in the language specified in the Contract Data. 7.1

IB.8 Documents Comprising the Bid

- The Bid submitted by the bidder shall comprise the following: 8.1
- Offer /Covering Letter (a)
- Form of Bid duly filled, signed and sealed, in accordance with IB.14.3. (b)
- Schedules (A to F) to Bid duly filled and initialed, in accordance with the (c) instructions contained therein & in accordance with IB.14.3.
- Bid Security furnished in accordance with IB.13. (d)
- Power of Attorney in accordance with IB 14.5. (e)
- Documentary evidence in accordance with IB.2(c) & IB.11 (f)
- Documentary evidence in accordance with IB.12. (g)

Sufficiency of Bid IB.9

- Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of 9.1 his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- The bidder is advised to obtain for himself at his own cost and responsibility all 9.2 information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

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D. SUBMISSION OF BID

1.15 Deadline for Submission, Modification & Withdrawal of Bids

- Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- The inner and outer envelopes shall
 - be addressed to the Procuring Agency at the address provided in the Bidding Data; (a)
 - bear the name and identification number of the Contract as defined in the Bidding (b) and Contract Data: and
 - provide a warning not to open before the specified time and date for Bid opening (c) as defined in the Bidding Data.
 - in addition to the identification required in 15.2, the inner envelopes shall indicate (d) the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - If the outer envelope is not sealed and marked as above, the Procuring Agency will (e) assume no responsibility for the misplacement or premature opening of the Bid.
- Bids submitted through telegraph, telex, fax or e-mail shall not be considered. 15.3
- Any bid received by the Procuring Agency after the deadline for submission prescribed in 15.4 Bidding Data will be returned unopened to such bidder.
- Any bidder may modify or withdraw his bid after bid submission provided that the 15.5 modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- Withdrawal of a bid during the interval between the deadline for submission of bids and 15.6 the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- The Procuring Agency will open the bids, in the presence of bidders representatives who 16.1 choose to attend, at the time, date and in the place specified in the Bidding Data.
- The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and 16.2 such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring 16.3Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43). Page 11 of 62

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Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

Any minor informality or non-conformity or irregularity in a Bid which-does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

- (A). Major (material) Deviations include:
- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
 - (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

making any correction for arithmetic errors pursuant to IB.16.4 hereof. (i)

discount, if any, offered by the bidders as also read out and recorded at the time of (ii)bid opening.

excluding provisional sums and the provisions for contingencies in the Bill of (iii) Quantities if any, but including Day work, where priced competitively.

IB.17 Process to be Confidential

- Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation 17.1 result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either 17.3 one or any combination of the practices given below SPP Rule2(q);
 - (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

B.18. Post Qualification

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders'qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

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5.1 Requirements for Contractor's design (if any): Not applicable

7.2 Programme:

Time for submission: Within seven (07) days of the Commencement Date.

Form of programme: Bar Chart

7.4 Amount payable due to failure to complete shall be 0.1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance. In addition to the Liquidated Damages, the Contractor shall borne all the cost/expenses related to the supervision of the works by the Engineer and his staff covering salaries of the Engineer and all of his Site Supervision staff including all the benefits, providing, running and maintenance of all the Engineer's Facilities up to the issuance of the Taking Over Certificate by the Employer. All the above cost/expanses will not be reimbursed / paid to the Contractor beyond the approved completion period of the works.

7.5 Early Completion

Not Applicable

9.1 Period for remedying defects: 365 days

10.2 (e) Variation Procedures:

The Contractor shall submit with his bid, the Day work rates of Plant & Equipment and manpower

10.6 Variation and Claim Procedures:

Add following at the end of Clause 10.6

The Contractor shall not be entitled for any payment in respect of the claim(s) if the Contractor fails to comply with the requirements of time period stipulated in this Clause 10.6 and or fails in keeping and producing necessary records of claim whenever demanded by the Engineer.

11.1 Terms of Payments

a) Mobilization Advance

- (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:
 - (i) On submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
 - (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
 - (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of

bills is less than five (05) then 1/5of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

ocured Advance on Materials

he Contractor shall be entitled to receive from the Procuring Agency lecured Advance against an INDENTURE BOND in P W Account Form to 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such turn as the Engineer may consider proper in respect of non-perishable naterials brought at the Site but not yet incorporated in the Permanent Yorks provided that:

- The materials are in accordance with the Specifications for the Permanent Works;
- (i) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
- (li) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (v) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
- (vi) The sum payable for such materials on Site shall not exceed 75% of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

Recovery of Secured Advance:

treson E.E



OFFICE OF THE EXECUTIVE ENGINEER (P/C) SHAHEED MOHTARMA BENAZIR BHUTTO TOWN

Apollo Centre Near Bahria University, Stadium Road, Karachi Phone # 021-99240255

No. EE/SMBBT/DRN-002/2013/ / 7

Date 02/02/2013

M/s. Samad Khan Babar & Co. C-225, Block-A, North Nazimbad, Karachi.

LETTER OF COMMENCEMENT

Subject:

RE-MODELING OF EXISITNG NALA AT BENAZIR TOWN, DEH MANDIARI, KARACHI. (CONTRACT PACKAGE NO: SMBBT/KAR/DRN-002)

With reference to the letter of acceptance for the above noted work at a cost Rs.2,74,40,000/= (Rupees Two Crore Seventy Four Lac Forty Thousand only) issued vide this office letter No: EE/SMBBT/DRN-002/07 dated: 23-01-2013. You are requested to make immediate arrangement to start the work within Seven (07) days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e. 180 days (06 months).

Please note that the work should be carried out strictly in accordance with the drawing, design, specifications, term & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

In case you failed to commence the work within Seven (07) days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be initiated against you.

Executive Engineer SMBBT.GOS

Copy forwarded for information to:

- The Director (F&A), SMBBT.
- The Chief Engineer, SMBBT.
- The Superintending Engineer, SMBBT.
- 4. The Assistant Executive Engineer, SMBBT
- The PS to Project Director, SMBBT
- M/s. EA Consulting (Pvt.) Ltd.

RE-MODELLING OF EXISTING NALA BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR / DRN-002

BILL OF QUANTITIES

SUMMARY OF BILL

ILL No.	DESCRIPTION	TOTAL (Rs.)
ı	RE-MODELLING OF EXISTING NALA	
	TOTAL COST OF PROJECT	27440000
	THE COMPANY	SIGNATURE OF BIDDER
1	Jon Ghi	2012 2012

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RE-MODELLING OF EXISTING NALA BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR/ DRN-002

BILL OF QUANTITIES

Bill No.1: RE-MODELLING OF EXISTING NALA

ltem. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural excavation in common material	Cu.ft	480,000	1014	4800,00
107c	Structural excavation in medium rock material	Cu.ft	120,000	10/2	1500000
108a	Formation of Embank, From Roadway Excavation in Common Matrial,	Cu.ft	350.000	8/2	2 k 0000
509e	Grouted Rip Rap Class "B"	Cu.ft	180,000	88 +	1584000
509h	Filter Layer of granular Matrial	Cu,ft	100,000	28/2	28000
_	Total Bill No.1: RE-MODELLING OF EXISTING N	ALA			274400

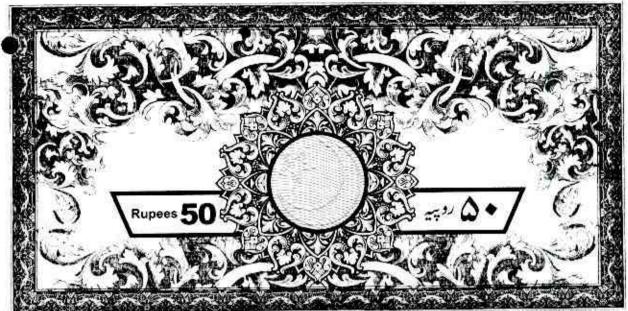
SEAL OF THE SOMPANY

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Karim Praza Guintan-e-lejesk parjachi
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55056 TO VICHALIRE L. ZAMIO MEHMOOD
PINNOSA WITH DIRECTS Advocate
VICTAL SS.

Franc Dibbas Sicosian

BL-1 Appendix-L to Bid

(INTEGRITY PACT) DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. SMBBT/KAR/DRN-002/07

Dated: 23-01-2013

Contract Value: Rs.2,74,40,000/=

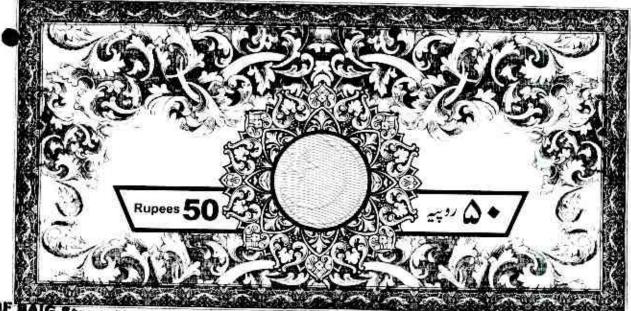
Contract Title: Re-Modeling of Existing Nala at Benazir Town, Deh Mendiari,

Karachi.

M/s. Samad Khan Babar & Co. 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. Samad Khan Babar & Co.] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not given or agreed to give and shall or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (Directrate Shaheed Mohtrama Benazir Bhutto Town) except that which has been expressly declared pursuant hereto.

Tt gu



UG Stamp Vender Mener No.08, Shop No. 16.Block-14. Ligener Popus, principal distant Carin Place Qu'nhare-wigher, Missac SOUR TO WITH AC PRESS -DATE. THICKIGH APTHINAPPE EAHID MEHMOOD PHIRM, JA. "NO INTO SHOW, SHE

> [M/s. Samad Khan Baber & Co.] accept 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

> [M/s. Samad Khan Babar & Co.] accept 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, tight, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

> Notwithstanding any rights and remedies exercised by PA in this regard, [M/s. Samad Khan Babar & Co.] agrees to indemnify PA for any loss or damage incurred by it on account if its corrupt business practices and further pay commission, gratification, bribe, finder's fee or kickback given by [M/s. Samad Khan Babar & Co.) 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 PA.

Procuring Agencyl



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY CONTRACT EVALUATION FORM

П	NAME OF THE ORGANIZATION	Project Directorate,
		Shaheed Mahtarma Benazir Bhutto Towns In Sindh
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh.
3.	TITLE OF CONTRACT	RE-MODELING OF EXISTING NALLAH AT BENAZIF TOWN, DEH MANDIARI, KARACHI
4	TENDER NO	CONTRACT PACKAGE NO: SMBBT/KAR/DRN-003
5	BRIEF DESCRIPTION OF CONTRACT	As Above
6	FORUM THAT APPROVED THE SCHEME	POWP, GOS
7	TENDER ESTIMATED VALUE	Rs 28913850/-
8	ENGINEERING ESTIMATE IFOR CIVIL WORKS	Rs.28913850/-
9	ESTIMATED COMPLETION PERIOD	180 days
10	TENDER OPENED ON (DATE & TIME)	06, December, 2012
11	THE SELECTION OF THE PROPERTY SOLD VALLACH	Three [03] Nos
12	TO BE DESCRIPTION	Three (03) Nos
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	Three (03) Nos
14	THE STATE OF THE CORP. LATE ACH A CORY.	Copy attached
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s, Shaikh Mujeeb & Brothers P-482, Block-S, Bilal Abad, North Nazimobad
16	CONTRACT AWARD PRICE	Rs.28905000/-
1/2	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 rd , 2 rd , 3 rd EVALUATED BID)	
11	METHOD OF PROCUREMENT OIL SINGLE STAGE ONE ENVELOPE PROCEDURE (b) SINGLE STAGE TWO ENVELOPE PROCEDURE CI. TWO STAGE BIDDING PROCEDURE (d) TWO STAGE TWO ENVELOPE PROCEDURE	Single stage one envelope (Lacal)

4 4 4 4	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT
	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	Yes
	ADVERTISEMENT SPPRA WEBSITE NEWSPAPERS	SPPRA ID No. 10018/2012 The News, Sindh Sujag, Kawish Dated: 16-11-2012 And Express Dated: 17-11-2012
22	NATURE OF CONTRACT	Damestic/Lacal
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS?	Yes Copy Enclosed
24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS?	Yes Copy Enclosed
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING?	Open Competitive Bidding Method was used
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID?	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANTS	Yes
29	WHETHER THE NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACTS	Yes Copy Enclosed
31	ANY COMPLAINT RECEIVED	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME?	No
34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	Yes
36	WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURRING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT? DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD	

	CONTRACT (BANK GUARANTEE ETC)	Schedule Banks of pakistan
38	SPECIAL CONDITIONS IF ANY	No
39	DATE OF AWARD OF CONTRACT	January 28, 2013
	SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	Executive Engineer (P/C-I) SMBBT (Board of Revenue)
FOR	OFFICE USE ONLY	- Government of Sindh

LIST OF BIDDER WHO PURCHASED THE BIDDING DOCUMENTS

S.No:	Bidder's Name:
1.	M/s. Shaikh Mujeeb & Brothers.
2.	M/s. Zareef Khan & Sons,
3.	M/s. Haji Abdul Sattar & Sons.

SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD KARACHI, PHONE # 021-99240255

BID EVALUATION REPORT

turne of procedure Agency.

render Description/ Name of Work

Method of Procurement.

Lange Reference No.

Under Published.

*utal fild Documents Sold.

Total Bids Received

issummed Bid Opening date.

No. of Bids Technically Qualified.

Bettal Rejected

hingraid Bid Opening date:

Bid Evaluation Reprot.

Project Directorate

Shaneed Mchlarma Benazir Bhutlo Towns.

SMBBT/KAR/DRN-003

RE-Modeling Of Existing Nation at Benazr Town Deh

Mandiari, Karachi

Single Stage Single Envelope Pracedure.

The News, Sindh Sujag, Kawish Dated: 16-11-2012

Express Date: 17-11-2012

SPPRA Seno: No. 14404 & SPPRA ID No. 10018/2012.

3 Nos. 3 Nos

Not opplicable. Nat applicable.

No.

a-Dec-12

to.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Ranking in Terms of Cost.	Comparasion with Estimated Cast	Reasons for Acceptance / Rejection.	Remarks
	M/s Shoich Mujeed &	28,905,000	151	0.03% Below	Accepted being the 1st Lowest.	3 8
1	Wis Zari Khan & Sons	29:500,000	2nd	2.03% Above	Rejected being the 2nd Lawest	8° •≠0
8	Int//S Hoji Abdul Saller & Bratheri	79,830,000	310	3.17% Above	Rejected being the 3rd Lowest	34

Executive Engineer, (D&E)

LDA.

Memberl

Executive Engineer. Scheme-36, KMC, (Member)

Deputy Director (F&A). SMBBT

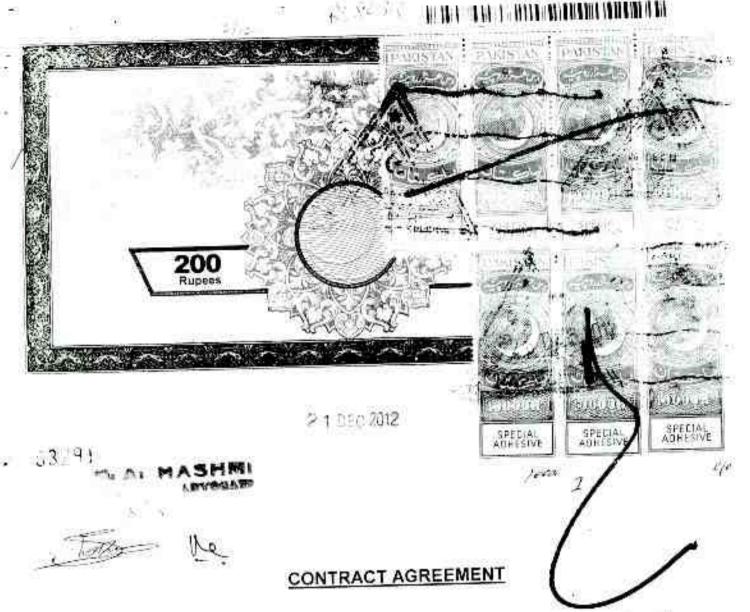
(Member, Secretory)

Executive Engineer SMABBT.

[Member]

Director (F&A) SMBBT.

(Chairman)



THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the day of day of don (month) 2013 between Project Directorate. Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the "Procuring Agency) of the one part and M/s. Shaikh Mujeeb & Brothers, P-482, Block-S, Bilal Abad, North Nazimabad, Karachi (hereafter called the "Contractor") of the other part.

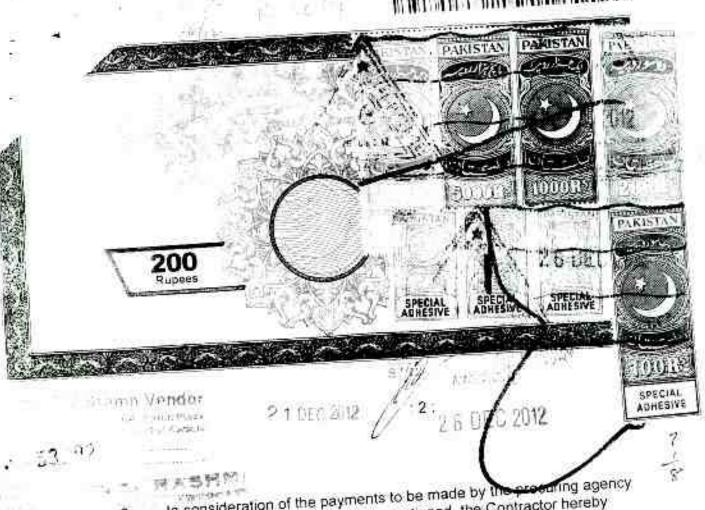
WHEREAS the Procuring Agency is desirous that certain works viz RE-MODELING OF EXISTING NALLAH AT BENAZIR TOWN, DEH MANDIARI, KARACHI (CONTRACT PACKAGE NO SMBBT/KAR/DRN-003.) should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects therein.

NOW this Agreement witnesseth as follows:

- In this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- That following documents after incorporating addenda, if any except those parts relating to instructions to bidders shall be deemed to form be read and construed as part of this Agreement viz :
 - a. The Letter of Acceptance.
 - b. The completed Form of Bid along with Schedules to Bid.
 - Conditions of Contract & Contract Data.
 - The priced Schedule of Prices/Bill of quantities (BoQ).
 - e. The Specification and

The Drawings

Tozz-



In consideration of the payments to be made by the precaring agence to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

The Procuring Agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month year first before written in accordance with their respective laws.

(Signature of Contractor) Seal

Witness:

Signature.

Name of Firm

(Signature of Procuring Agency) Seal

Signature

Name of Firm MUHAWWAD

Gevt. Cuntractor.



OFFICE OF THE EXECUTIVE ENGINEER SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS

Apollo Centre Near Bahria University, Stadium Road, Karachi Phone # 021-99240255

NO EE/IP/CI/SMBBI/DRN-003/2013/25

Dated: 28 / 61 /2013

M/s. Shaikh Mujeeb & Brothers, P-482, Block-S, Bilal Abad, North Nazimabad, Korachi.

LETTER OF COMMENCEMENT

Subject:

RE-MODELING OF EXISTING NALLAH AT BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR/DRN-003.

With reference to the letter of acceptance for the above noted work at a cost of Rs. 2,89,05000/- (Rupees Two Crore Eighty Nine Lac Five Thousand only) issued vide this office letter No: EE/(P/C)/SM88T/DRN-003/195, acted: 24-12-2012. You are requested to make immediate arrangement to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender abcuments Le (180) days.

Please note that the work should be carried out strictly in accordance with the arawing, design, specifications, term & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

in case you failed to commence the work within (14) Fourteen days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be nitiate against you.

Executive Engineer (P/C)
SMBBT, GOS

Copy forwarded for information to:

- 1. The Director (F&A), SMBB1.
- The Chief Engineer, SMBBT.
- The Superintending Engineer, 5MBBT.
- 4. The Assistant Executive Engineer, SMBBT.

Ine PS to Project Director, SMBBT.

KICS 28/01/2013

RE-MODELLING OF EXISTING NALA BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR / DRN-003

BILL OF QUANTITIES

SUMMARY OF BILL

BILL No.	DESCRIPTION	TOTAL (Rs.)
3	RE-MODELLING OF EXISTING NALA	28905000/
	TOTAL COST OF PROJECT	28905000-
7	6/12/	NATURE OF BIDDER

SCORE ON NO. 11 12 YO

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RE-MODELLING OF EXISTING NALA BENAZIR TOWN, DEH MANDIARI, KARACHI CONTRACT PACKAGE NO : SMBBT/KAR / DRN-803

BILL OF QUANTITIES

Bill No.1 : RE-MODELLING OF EXISTING NALA

ltem.	RE-MODELLING OF EXISTING NALA	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)	
No. 107a	Structural excavation in common material	Cu.ft	320,000	10/=	32000	
107e	Structural excavation in medium rock material	Cuft	80,000	18/=	190000	
108a	Formation of Embank, From Readway Excavation in Common Matrial	Cu.ft	700,000	10/=	700000	
509e	Grouted Rip Rap Class "B"	Cuft	185,000	73/= 40/=	135050 40000	
509h	Filter Layer of granular Matrial	Cu.ft	100,000		2890S0	
_	Total Bill No.1: RE-MODELLING OF EXISTING NALA					

SEAL OF THE COMPANY

SIGNATURE OF BIDDER

INSTRUCTIONS TO BIDDERS

(Note.

(These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

1B.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or Federal/ Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Hidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
- duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

b) duly pre-qualified with the Procuring Agency. (Where required).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:

(i) company profile;

(ii) works of similar nature and size for each performed in last 3/5 years;

(iii) construction equipments.

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Page 6 of 62

SMBBT/KAR/DRN-003

- qualification and experience of technical personnel and key site (iv) management:
- financial statement of last 3 years; (x)
- information regarding litigations and abandoned works if any. (vi)

IB.3 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs. 3.1 regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

Contents of Bidding Documents **IB.4**

- In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause 4.1 IB.6.1.
 - Instructions to Bidders & Bidding Data 1
 - Form of Bid, Qualification Information & Schedules to Bid. 2

Schedules to Bid comprise the following:

- Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (1)
- Schedule B: Specific Works Data (iii)
- Schedule C: Works to be Performed by Subcontractors (iii)
- Schedule D: Proposed Programme of Works (iv)
- Schedule E: Method of Performing Works (v)
- Schedule F: Integrity Pact (works costing Rs 10 million and above) (vi)
- Conditions of Contract & Contract Data 3
- Standard Forms:



- (i) Form of Bid Security,
- (ii) Form of Performance Security;
- (iii) Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.
- Specifications
- Drawings, if any

Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address 5.1 indicated in the Bidding Data.

SMBBT/KAR/DRN-003

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Medification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB 13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43).

- 16.1 The Procuring Agency will open the bids, in the presence of bidders representatives who choose to attend, at the time, date and in the place specified in the Bidding Data
- 16.2 The hidder's name. Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
 - Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

SMBBT/KAR/DRN-003

Page 11 of 62

- (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
 - (A). Major (material) Deviations include:
 - (i) has been not properly signed;
 - (ii) is not accompanied by the bid security of required amount and manner;
 - (iii) stipulating price adjustment when fixed price bids were called for:
 - (iv) failing to respond to specifications;
 - (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents:
 - (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
 - (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage:
 - (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
 - (ix) a material deviation or reservation is one
 - (a) which affect in any substantial way the scope, quality or performance of the works;

adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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Page 12 of 62

SMBBT/KAR/DRN-003

Minor Deviations (B)

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB 16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

Evaluated Bid Price 16.8

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

making any correction for arithmetic errors pursuant to IB 16.4 hereof. (i)

discount, if any, offered by the bidders as also read out and recorded at the time of (ii)

excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively. (iii) ERRORE

IB.17 Process to be Confidential

- Subject to 1B.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation 17.1result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the hids evaluated.
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation. Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas 17.2any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process
- Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either 17.3 one or any combination of the practices given below SPP Rule2(q):
 - (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm. directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to dause a wrongful loss to another party; Page 13 of 52



Contract No: EE/(P/C)/SMBBT/DRN-003/2012/195

Dated: 24-12-2012.

Contract Value: 73,172,650

2 1 DEC 2012

55.77 Contract litter

RE-MODELING OF EXISTING NALLAH AT BENAZIR TOWN, KARACHI. (CONTRACT PACKAGE NO: SMBBT/KAR/DRN-003)

Mis. Shalkh Mureeb & Brothers (name of Contractor) hereby declares that it has not obtained or induced the procurement of any contract, right, induced, privilege or other obligation or benefit from Government of Sindh (GOS) or any administrative subdivision or newly thereof any other emity movied or controlled by it (GOS) through any corrupt business practice.

Without imming the generality of the foregoing, Mrs Shaikh Majeeb & Brethers represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to unyone and not given or agreed to give and shall not give or agree to give to brokerage, commission, fees etc. paid or payable to unyone and not given or agreed to give and shall not give or agreed to give and shall not give or agreed to give and shall not give to including the agent, involve within or outside Pakistan eather directly or indirectly through any natural or juridical person, including its affiliate, agent, involves within or outside Pakistan director, promoter sharehalder. Spansor or subsidiary, any commission, gratification, bride, finder's fee pasterial, broker, consultant, director, promoter sharehalder. Spansor or subsidiary, any commission, gratification, bride, finder's fee or interest, which described as consultation fee or otherwise, with the object of obtaining or including the procurement of a gratification. Fight, interest, privilege or other obligation or heapfit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

Mrs Sharkh Majeeb & Brothers 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 ar related to the transaction with PA and has not taken any action to arrentivent the above declaration, representation or warranty.

Mrs. Sanish Mojech & Brudiers accept full responsibility and strict liability for making any faire declaration, not making full emphasize, interconsenting facts or taking any action likely to defeat the purpose of this declaration, representation and wurranty. It is a process that my contract, right, interest, privatege or other obligation or benefit obtained or procured as aforesaid shall, without agrees that my contract, right, interest, privatege or other obligation or benefit obtained or procured as aforesaid shall, without agrees that my other rights and remedies available to PA under any law, contract of other instrument, be voidable at the option of PA.

Nativellestanding any rights and remedies exercised by PA in this regard, M/s Shaikh Mujech & Brothers agrees to indemnify PA for any loss or damage incorred by it an account of its corrupt business practice and further pay compensation to PA in an amount control to see time the sum of any commission, gratification, bride, finder's fee or kickback given by M/s Shaikh Mujech & equivalent to ten time the sum of any commission, gratification, bride, finder's fee or kickback given by M/s Shaikh Mujech & Parothers as aforested for the purpose of abtaining or including the princurement of any contract, right, interest, privilege or other obligation or benefit in whatsaever form from PA.

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Contractor

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Procuring And Bagineer (P/C-II)

BMEET (Board of Revenue)

Government of Sinds



BID EVALUATION REPORT

1. Name of Agency Project Directorate, Shaheed Mohtarma Benazir

Bhutto Town

2 Tender Reference No. Infra-021

3. Tender description/Name of Internal Development works of (Block 20)

(Water Supply Sewerage & Roads) at Benazir Work.

Town, Deh Mandiari, Karachi.

Method of Procurement Single Stage Single Envelop procedure 4

The Daily Express, Kawish, News dated 19th Nov 2012 Tender published 5

SPPRA I.D : 10018/2012.

323 03 Nos 6 Total Bid sold

7 Total bid received 03 Nos

8. Technical Bid Opening date 107 Not Applicable

9. Not Applicable. No of Bid technically qualified 100

Nii 10. Bid(s) Rejected

06" December 2012. Financial bid opening date 11. (m)

12. Bid Evaluation Report:

S.#	Name of Firm/Bidder	Cost offered by Bidder	Engineer's Estimate	Comparasion of Estimated Cost	Ranking in term of cost	Reasons for acceptance /rejection
1	2	3	4	5	6	7
01	M/s. Muhammad Siddige & Brothers	Rs.7,32,91,430/-	7,35,,79,620/-	0.39 % Below	1 st Lowest	Accepted being 1 st lowest
02	M/s. Ghulam Muhammad Baber & Brothers	Rs. 7,35,90,325/-		0.01 % Above	2 rd Lowest	Dec mos
03	M/s. Allah din & Brothers	Rs 7,38,25,444/-		0.33% Above	3 rd Lowest	

Executive Engineer (D/E) (Member)

Executive Engineer Sch-36, KDA (Member)

Deputy Director (F&A) SMBBT (Member/Secretary) Director (F&A)

SMBBT, (Member)

SMBBT, Chairman



GOVERNMENT OF SINDH PROJECT DIRECTORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN Appolo Centre., PNS Raza, Mari Dalmia Road, Karachi

Dated 12th Dec 2012.

No:EE-V/SMBBT/INFR-022/2012/19

The Director (CB) SPPRA, Government of Sindh, Karachi.

Sub: BID EVALUATION REPORT FOR THE WORK OF INTERNAL DEVELOPMENT WORKS OF (BLOCK 21) AT BENAZIR TOWN, DEH MANDIARI, KARACHI (CONTRACT PACKAGE NO: SMBBT/KAR/INF-022)

Enclosed please find herewith Bid Evaluation report for the subject work for your further necessary action please.

Executive Engineer
P/C-III, SMBBT

Encls: As above.

SPPRA INWARD DIARY

No Sindh Public Comment

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BID EVALUATION REPORT

1. Name of Agency Project Directorate, Shaheed Mohtarma Benazir

Bhutto Town

2 Tender Reference No. Infra-022

3 Tender description/Name of Internal Development works of (Block 21) (Water 20 Work.

Supply, Sewerage & Roads) at Benazir Town, Deh

Mandiari, Karachi

Method of Procurement 4 Single Stage Single Envelop procedure.

5 Tender Published The Daily Express, Kawish, News dated 19th Nov 2012. 23

SPPRA I.D : 10018/2012

6 Total Bid Sold 03 Nos

7 Total Bid Received 03 Nos

8 Technical Bid Opening date Not Applicable

9 No of Bid technically qualified Not applicable

10 Bid(s) Rejected No

06th December 2012. 11. Financial bid opening date

12 Bid Evaluation Report:

S#	Name of Firm/Bidder	Cost offered by Bidder	Engineer's Estimate	Comparasion of Estimated Cost	Ranking in term of cost	Reasons for acceptance /rejection
1	2	3	4	5	6	7
01	M/s Haji Sirajuddin & Brothers	Rs.6,17,61,398/-	6,14,30,410/-	0.54 % Above	1 st Lowest	Accepted being 1st lowest
02	M/s. A.M.K.M & Enterprises	Rs. 6,28,28,404/-	8	2.28 % Above	2 nd Lowest	
03	M/s. Amir Khan & Brothers	Rs.6,30,92,262/-	•	2,71% Above	3 rd Lowest	

Executive Engineer (D/E)

(Member)

Executive Engineer Sch-36, KDA (Member)

Deputy Director (F&A) SMBBT (Member/Secretary)

Director (F&A) SMBBT, Chairman

SMBBT, (Member)



SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS

1ST FLOOR, APOLO CENTRE, ADJECENT TO BEHERIA UNIVERSITY

MAIN DALMIA ROAD, Karachi. Phone:021-99240255

NO:EE-V/SMBBT/KAR/INF-023/3/

DATED: 12-12-2012

The Director (CB) SPPRA Government of Sindh KARACHI

SUBJECT:

BID EVOLUTION REPORT FOR THE WORK OF "INTERNAL DEVELOPMENT WORK

OF BLOCK NO. 23 (WATER SUPPLY, SEWERAGE & ROADS)" AT BENAZIR TOWN,

DEH MANDIARI, KARACHI.

REF:

CONTRACT PACKAGE NO. SMBBT/KAR/INF-023

Enclosed please find here with Bid Evolution Report for the subject work for your further necessary action please.

EXECUTIVE ENGINEER P/C-V, SMBBT

Enclosed as above.

SHOULD HAVE FOR ARTHURY L.



SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS 1ST FLOOR, APOLO CENTRE, ADJECENT TO BEHERIA UNIVERSITY

BID EVALUATION REPORT

Name of Procedure Agency.

Project Directorate.

Shaheed Mohtarma Benazir Bhutto Towns.

2 Tender Reference No.

SMBBT/KAR//INF/023

3 Tender Description/ Name of

Internal Development Work of Block No. 23

Work/item

(Water Supply, Sewerage & Roads) at Benazir Town, Deh

Mandiari, Karachi.

4 Method of Procurement.

Single stage single envalope procedure.

The News, The Kawish, The Sindh & Sujag

dated:

16-11-2012

5 Tender Published

The Express dated: 17-11-2012.

SPPRA Serial No: 14404 & SPPRA ID No. 10018/2012.

6 Total Bid Documents Sold.

3 Nos:

7 Total Bid Received.

3 Nos:

8 Technical Bid Opening date: (if

Not applicable.

9 No. of bid technically qualified (if

Not applicable.

10 Bid(s) Rejected.

No.

11 Financial Bid Opening date:

06-12-2012

Bid Evaluation

S.No.	Name of Bidder	Cost Offered by the Bidder (PKR)	Ranking in Terms of Cost.	Comparasion with Estimated Cost.	Reasons for Acceptance / rejection.	Remarks
1	M/s Alladin	69,003,565/-	1st	1.72 % above	Accepted being the 1st Lowest	3
2	M/s Muhammad Siddique & Brothers.	69,404,185/-	2nd	2.31% above.	Rejected being the 2nd Lowest.	200
321 3	M/s M S Khan & Brothers	69,999,236/-	3rd	3 19 % above.	Rejected being the 3rd Lowest	ĕ

Executive Engineer, Guistan-e-Johar, KMC

(Member)

Executive Engineer Design & Estimate, LDA

(Member)

Executive Engineer

(Member)

Deputy Director (F&A) SMBBT Member / Secretary

Director (F & A) SMBBT Chairman



SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS 1ST FLOOR, APOLO CENTRE, ADJECENT TO BEHERIA UNIVERSITY MAIN DALMIA ROAD, Karachi. Phone:021-99240255

NO:EE-V/SMBBT/KAR/INF-024/32

DATED: 12-12-2012

The Director (CB) SPPRA Government of Sindh KARACHI

SUBJECT:

BID EVOLUTION REPORT FOR THE WORK OF "INTERNAL DEVELOPMENT WORK

OF BLOCK NO. 24 & 25 (WATER SUPPLY, SEWERAGE & ROADS)" AT BENAZIR

TOWN, DEH MANDIARI, KARACHI.

REF:

CONTRACT PACKAGE NO. SMBBT/KAR/INF-024

Enclosed please find here with Bid Evolution Report for the subject work for your further necessary action please.

EXECUTIVE ENGINEER
P/C-V, SMBBT

Enclosed as above.

SPPRA INWARD DIGGY

No
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Regulatory Authority Gov. a Seriel 11.



SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS 1ST FLOOR, APOLO CENTRE, ADJECENT TO BEHERIA UNIVERSITY

BID EVALUATION REPORT

Name of Procedure Agency.

Project Directorate.

Shaheed Mohtarma Benazir Bhutto Towns.

2 Tender Reference No. SMBBT/KAR/INF/024

Tender Description/ Name of

Internal Development Work of Block No. 24 & 25

3 Work/item. (Water Supply, Sewerage & Roads) at Benazir Town, Deh

Mandiari, Karachi.

Method of Procurement.

Single stage single envalope procedure

The News, The Kawish, The Sindh & Sujag

dated: 16-11-2012

Tender Published

The Express dated: 17-11-2012

SPPRA Serial No: 14404 & SPPRA ID No. 10018/2012.

Total Bid Documents Sold

3 Nos:

Total Bid Received.

3 Nos

Technical Bid Opening date: (if applicable).

Not applicable.

No. of bid technically qualified (if

Not applicable.

aaplicale.) 10 Bid(s) Rejected.

12

No.

Financial Bid Opening date:

06-12-2012.

Bid Evaluation

S.No:	Name of Bidder	Cost offered by the Bidder (PKR)	Ranking in Terms of Cost.	Comparasion with Estimated Cost.	Reasons for Acceptance / rejection.	Remarks
01	M/s M S Khari & Brothers	B1,185,799/-	15t	0.37 % above.	Accepted being the 1st Lowest.	
02	M/s Muhammad Siddique & Brothers	81,969,806/-	2nd	1.34% above.	Rejected being the 2nd Lowest	
03	M/s Alladin	83,092,582/-	3rd	2.72 % above	Rejected being the 3rd Lowest.	

Executive Engineer, Guistan e-Johar, KMC

Executive Engineer Design & Estimate, LDA

(Member)

SMBBT

(Member)

(Member)

Deputy Director (F&A) SMBBT Member / Secretary

Director (P&A) SMBBT Chairman



GOVERNMENT OF SINDH PROJECT DIRECTIONATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN Appolo Centre, PNS Raza, Main Dalmia Road, Karachi

No. EE(M/D)/SMBBT/DRN-002/2012//3

dated://37/December, 2012

The Director (CB) SPPRA, Government of Sindh, Karachi.

Subject:

INTERNAL DEVELOPMENT WORKS OF BLOCK NO.25 (WATER SUPPLY,

SEWERAGE & ROADS) AT BENAZIR TOWN, DEH MANDIARI, KARACHI

(CONSTRACT PACKAGE NO. SMBBT/KAR/INF-025).

Reference:

SPPRA ID NO.10018/2012

Enclosed please find herewith Bid Evaluation report for the subject work for your further necessary action please.

Encis: As above.

Executive Engineer **SMBBT**

SPPKA INWARD DILARY



GOVERNMENT OF SINDH PROJECT DIRECTIORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN

Appolo Centre, PNS Raza, Main Dalmia Road, Karachi

BID OPENING REPORT

1. Name of Procedure Agency.

Project Director

Shaheed Mohtrama Benazir Bhutto Town

2. Tender Reference No.

Contract NoSMBBT/KAR/INF-025

3. Tender Description / Name of Work.

Internal Development of works of Black-25 (Water

Supply, Sewerage & Road) at Benazir Town, Deh

Mandiari, Karachi.

4. Method of Procurement

Single Stage Envelope Procedure.

5. Tender Published

Daily The News, Daily Kawish, Daily Sindh Sajaag

Dated 16-11-2012 & Daily Express Date 17-11-2012

SPPRA ID No. 10018/2012

Total Bid Documents Sold.

3 Nos.

7. Total Bids Received.

3 Nos.

8. Technical Bid Opening date.

Not applicable.

9. No. of Bid Technically Qualified

Not applicable No

10. Bid(s) Rejected.
11. Financial Bid Opening date

06-12-2012

12. Bid Evaluation Report

S.Na.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate i/c. 5% Contingencies	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
ı.	M/s. Fatima Engineering Company .	Rs. 1,40,55,501/-	1,37,18,289/=	2.46% Above	1st Lowest	Accepted being the 1st Lowest
2	M/s. Mehrab Builders	Rs. 1,42,33,653/-		3.76% Above	2nd Lowest	Rejected being the 2nd Lowest
3	M/s: Samad Khan Babar & Brothers.	As.1,44,00,125/-		8.25% Above	3rd Lowest	Rejected due to short deposit of pay order of Bid Security

Executive Engineer

scheme-36, KDA (Member PC)

Executive Engineer (D&E), LDA

Member(PC)

Deputy Director (F&A)

SMBBT

(Member / Secretary, PC)

Executive Engineer(SMBBT)

Member(PC)

Director (F&A),SMBBT

Chairman



GOVERNMENT OF SINDH PROJECT DIRECTIORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN Appolo Centre, PNS Raza, Main Dalmia Road, Karachi

No. EE(M/D)/SMBBT/DRN-002/2012/ / 2

dated/ 1/2 December, 2012

The Director (CB)
SPPRA, Government of Sindh,
Karachi.

Subject:

RE-MODELING OF EXISTING NALA AT BENAZIR TOWN, DEH MANDIARI,

KARACHI (CONSTRACT PACKAGE NO. SMBBT/KAR/DRN-002.

Reference:

SPPRA ID NO.10018/2012

Enclosed please find herewith Bid Evaluation report for the subject work for your further necessary action please.

Encls: As above.

Executive Engineer SMBBT

Single Public Programmer 16/12

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GOVERNMENT OF SINDH PROJECT DIRECTIORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN

Appolo Centre, PNS Raza, Main Dalmia Road, Karach

BID OPENING REPORT

1. Name of Procedure Agency.

Project Director

Shaheed Mohtrama Benazir Bhutto Town

Contract No. DRN-002

2. Tender Reference No.

CONTIACT NO. DKN-002

Tender Description / Name of Work.

Re-Modeling of Existing Nala at Benazir Bhutto

Town, Deh Mendhar, Karachi,

4. Method of Procurement

Single Stage Envelope Procedure.

5. Tender Published

Daily The News, Daily Kawish, Daily Sindh Sajaag

Dated 16-11-2012 & Daily Express Date 17-11-2012

SPPRA ID No. 10018/2012 .

6. Total Bid Documents Sold.

3 Nos.

7. Total Bids Received.

3 Nos.

8. Technical Bid Opening date.

Not applicable.

9. No. of Bid Technically Qualified

Not applicable

Bid(s) Rejected.

No

11. Financial Bid Opening date

06-12-2012

12. Bid Evaluation Report

S.No.	Name of Bidder,	Cost offered by the Bidder. (PKR)	Engineer's Estimate i/c 5% Contingencies	Comparasion with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
Ý	M/s.Samed Khan Babar & Co.	Rs. 2,74,40,000/-	2,72,64,615/=	0.64% Above	1st Lowest	Accepted being the 1st Lowest
2	M/s, Mehrab Builders	Rs. 2,79,60,000/-		2,55% Above	2nd Lowest	Rejected being the 2nd Lowest
3	M/s. M.M. Traders	Rs 2,84,60,000/-		4.38% Above	3rd Lowest	Rejected being 3rd Lowest

Executive Engineer

scheme-36, KDA (Member PC)

Executive Engineer (D&E), LDA

Member(PC)

Deputy Director (F&A)

SMBBT

(Member / Secretary, PC

Executive Engineer (SMBBT)
Member (PC)

Director (F&A),SMBBT Chairman (PC)



OFFICE OF THE EXECUTIVE ENGINEER SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS Apollo Centre Near Bahria University, Stadium Road, Karachi Phone # 021-99240255

No. EE/(P/C)/SMBBT/2012/188

Dated: 14/12/2012

The Manager (CB), Sindh Public Procurement Regularity Authority, Barrack No: 8, Sindh Secretariat No: 4-A, Court Road, Karachi.

Subject:

BID EVALUATION REPORT FOR RE-MODELING OF EXISTING

NALLAH AT BENAZIR TOWN DEH MANDIARI, KARACHI

CONTRACT NO DRN-003.

Reference:

SPPRA ID NO: 10018/2012.

I am directed to enclose herewith Bid Evaluation Report for the above mentioned work for your perusal and for hoisting on SPPRA website in accordance to Rule-45.

Executive Engineer (E/C)

Copy to:

- 1. The Director (F&A), SMBBT.
- 2. The Chief Engineer, SMBBT.
- 3. The Superintending Engineer, SMBBT.
- 4. PS to Project Director, SMBBT.

SPPRA INWARD DIARY 4637
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Regulatory Authority Gove at Super



SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD KARACHI, PHONE # 021-99240255

BID EVALUATION REPORT

Name of procedure Agency

Project Directorate

Shaneed Montarma Benazir Bhutta Towns.

Tender Reference No.

SMB81/KAR/DRN-003

Tender Description/ Name of Wark.

RE-Modeling Of Existing Nation of Benazir Town Deh

Mandiari, Karachi

Method of Procurement.

Single Stage Single Envelope Procedure.

Tender Published

The News: Sindh Sujag, Kowish Dated: 16-11-2012

Express Date: 17-11-2012

SPPRA Serial No. 14404 & SPPRA ID No. 10018/2012.

Total Bia Documents Sold.

3 Nos

Total Bias Received

3 Nos

Technical Bid Opening date.

Not applicable. Not applicable.

9 No. of Bias Teathrically Qualified. 0 Bidist Rejected.

No:

11 Financial Big Opening date.

6 Dec 12

2 Bid Evaluation Reprot.

5.No.	Name of Bidder	Cost affered by the Bidder. (PKR)	Ranking in Terms of Cost.	Comparasion with Estimated Cost.	Reasons for Acceptance / Rejection.	Remarks
18	M/s. Shaikh Mujeeb & Brother	28,905,000	131	0.03% Below	Accepted being the 1st Lowest.	
2	M/s. Zarif Khan & Sans	29,500,000	2na	2.03% Above	Rejected being the 2nd Lawest.	
3	M/s. Haji Abdul Softor & Brothers	29,830,000	3·u	3.17% Above	Rejected being the 3rd Lowest	

Executive Engineer, (D&E)

LDA.

[Member]

Executive Engineer, Scheme-36, KMC.

(Member)

SMBBT. [Member]

Executive Engin

Deputy Director (F&A).

SMBB1.

(Member, Secretary)

Director (F&A) SM8BT.

(Chairman)



OFFICE OF THE EXECUTIVE ENGINEER SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS Apollo Centre Near Bahria University. Stadlum Road, Karachi Phone # 021-99240255

No. EE/(P/C)/SMBBT/2012/189

Dated: 14 / 12 /2012

The Manager (CB), Sindh Public Procurement Regularity Authority, Barrack No: 8, Sindh Secretariat No: 4-A, Court Road, Karachi.

Subject:

BID EVALUATION REPORT FOR CONSTRUCTION OF CULVERTS &

PEDESTRIAN CROSSINGS ON EXISTING NALLAH AT BENAZIR

TOWN DEH MANDIARI, KARACHI CONTRACT NO CUL-001.

Reference:

SPPRA ID NO: 10018/2012.

I am directed to enclose herewith Bid Evaluation Report for the above mentioned work for your perusal and for hoisting on SPPRA website in accordance to Rule-45.

Executive Engineer (P/C)
SMBBT, GOS

Copy to:

- 1. The Director (F&A), SMBBT.
- 2. The Chief Engineer, SMBBT.
- 3. The Superintending Engineer, SMBBT.
- 4. PS to Project Director, SMBBT.

SPPRA INWARD DIARY 4636

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SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD KARACHI, PHONE # 021-99240255

BID EVALUATION REPORT

Name of procedure Agency.

Project Directorale

Tender Reference No.

Shaheed Montarma Benazir Bhutto Tawris.

SM88T/KAR/CUL-001

Tender Description/ Name of Work 3

Construction of Culverts & Pedestrian Crossings on Existing

Nallah

4 Method at Procurement.

Single Stage Single Envelope Procedure

Tender Published.

The News, Sinch Sujag, Kawish Dated, 16-11-2012

Express Dale: 17-11-2012

SPPRA Serial Not 14404 & SPPRA ID Not 10018/2012.

3 Nos

Total Bids Received.

3 Nos.

Technical Bid Opening date.

Total Bid Documents Sold

Not applicable.

No. of Bids Technically Qualified. 10 Bid(s) Rejected.

Not applicable. No.

11 Financial Bid Opening date:

6-Dec-12

12 Bid Evaluation Reprot.

S,No.	Name of Bidder	Cost offered by the Bidder. (PKR)	Ranking in Terms of Cost.	Comparasion with Estimated Cost.	Reasons for Acceptance / Rejection.	Remarks
1	M/s Mehrab Builders	19,215,875	131	5.57% Above	Accepted being the 1st Lawest:	2
-2	M/s Samad Khan Babar & ca	19,999,080	2nd	9.87% Above	Rejected being the 2nd Lowest.	H.
3	M/s M.M Traders	21,002,850	3rd	15:38% Above	Rejected being the 3rd Lowest,	**

Executive Engineer, (D&E)

LOA.

(Member)

Executive Engineer. Scheme-36, KMC. (Member)

Deputy Director (F&A), SMBBT.

(Member, Secretary)

Executive Engine SMB8T

(Member)

Director (F&A) SM8BT.

(Chairman)



GOVERNMENT OF SINDH PROJECT DIRECTIORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN

Appolo Centre, PNS Raza, Main Dalmia Road, Karachi

No. EE(M/D)/SMBBT/Cul-002/2012/ 4 6

dated / J/LDecember, 2012

The Director (CB) SPPRA, Government of Sindh, Karachi.

Subject:

ICONSTRUCTION OF CULVERTS & PEDESTRIAN CROSSING AT BENAZIR

TOWN, DEH MANDIARI, KARACHI (CONSTRACT PACKAGE

NO. SMBBT/KAR/CUL-002

Reference:

SPPRA ID NO.10018/2012

Enclosed please find herewith Bid Evaluation report for the subject work for your further necessary action please.

Encls: As above.

Executive Engineer (M/D)

SMBBT

SPPKA INVIANU DIANI



GOVERNMENT OF SINDH PROJECT DIRECTIORATE SHAHEED MUHTARMA BENAZIR BHUTTO TOWN

Appolo Centre, PNS Raza, Main Dalmia Road, Karachi

BID OPENING REPORT

Name of Procedure Agency.

Project Director

Shaheed Mohtrama Benazir Bhutto Town

Tender Reference No.

Contract No. Cul-002

Tender Description / Name of Work

Construction of Culverts & Pedestrian Crossing at

On existing Nala at Benazir Town, Deh Mendiari,

Karachi.

Method of Procurement

Single Stage One Envelope Procedure.

Tender Published

Daily The News, Daily Kawish, Daily Sindh Sajaag

Dated 16-11-2012 & Daily Express Date 17-11-2012

SPPRA ID No. 10018/2012 .

Total Bid Documents Sold.

3 Nos.

Total Bids Received.

3 Nos.

Technical Bid Opening date.

Not applicable.

9. No. of Bid Technically Qualified

Not applicable

10. Bid(s) Rejected.

No

11. Financial 8id Opening date

06-12-2012

12. Bid Evaluation Report

S.No.	Name of Bidder,	Cost offered by the Bidder, (PKR)	Engineer's Estimate i/c. 5% Contingencies	Comparasion with Estimated Cost.	Ranking In Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s.Al-Shahwani.	Rs. 1,72,42,091/-	1,69,54,781/=	1,69% Above	1st Lowest	Accepted being the 1st Lowest
2	M/s. Mehrab Builders	Rs. 1,73,79,810/-		2.51% Above	2nd Lowest	Rejected being the 2nd Lowest
3	M/s. Samad Khan Babar & Brothers	Rs.1,75,40,675/-		3.46% Above.	3rd Lowest	Rejected due to pay order not attached

Executive Engineer

scheme-36, KDA (Member PC)

Executive Engineer (D&E), LDA

Member(PC)

Deputy Director (F&A)

SMBBT

(Member / Secretary, PC)

Executive Engineer(SMBBT)

Member(PC)

Director (F&A), SMBBT Chairman (PC)