

KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IP&D)



BID EVALUATION REPORT

(2)

1	Name of Procuring Agency :	KARACHI WATER & SEWERAGE BOARD
2	Tender Reference No:	CDGK/ADVT/KW&SB-940/12 & KWSB/DPR/ADVT/2012/116 published in daily "The Express Tribune", "Sach" & daily "Aman" dt: 12-12-2012 SPPRA Serial No.14707 I.D No.10321/2012
3	Tender Description/Name of Work/Item:	PROVIDING & FIXING OF SLUICE VALVE 300MM DIA AT 40 MGD PUMP HOUSE, PIPRI (P&F) DIV-I.
4	Method of Procurement:	<u>Single Stage (One Envelop)</u>
5	Tender Published:	<u>Through Press / Web Site</u>
6	Total Bid Documents Sold:	<u>2 Nos</u>
7	Total Bid Received:	<u>2 Nos</u>
8	Technical Bid Opening Date (if applicable):	<u>N/A</u>
9	No. of Bid Technically Qualified (if applicable)	<u>N/A</u>
10	Bid (s) Rejected:	<u>NIL</u>
11	Financial Bid Opening Date:	31-12-2012


12 BID EVALUATION REPORT

S #	Name of Firm / Bidder	CORRECTED COST BY THE BIDDERS	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE/ REJECTION	REMARKS
1	M/s.Musheer & Sons	Rs.10,32,438/-	1 st Lowest	@9.165%Above	Substantially Responsive	P.O # 5357675 Bank Al Habib Ltd. Water Pump B.F. Area Branch Karachi Rs.21,000/-
2	M/s.Tehami Enterprises	Rs.10,38,685/-	2 nd Lowest	@9.825%Above	Substantially Responsive	P.O # 7608750 HBL KDA Scheme-1 Karsaz Branch Karachi Rs.22,000/-

The all concerned bidders are being informed accordingly.
M/s. Musheer & Sons was declared as the lowest responsive bidder.


Accounts Officer (E&M)
Member / Secretary


S.E (P&F)-IV
Member


S.E (E&M) D & E
Member


Chief Engineer (E&M)
Member


Chief Engineer (IPD)
Convener

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

②

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS WORTH 50 MILLION (PKR) OR ABOVE

- 1) NAME OF THE ORGANIZATION / DEPTT. Karachi Water & Sewerage Board.
- 2) PROVINCIAL / LOCAL GOVT / OTHER Local Govt. Deptt.
- 3) TITLE OF CONTRACT Providing & Fixing of Sluice Valve 300mm Dia of General Pump House Deptt. (P&S)
- 4) TENDER NUMBER S.No 14707 I.D No 10321/2012 (02)
- 5) BRIEF DESCRIPTION OF CONTRACT _____
- 6) FORUM THAT APPROVED THE SCHEME M. D. K.W. & S.B.
- 7) TENDER ESTIMATED VALUE Rs= 945762/=
- 8) ENGINEER'S ESTIMATE (For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) (10) Days.
- 10) TENDER OPENED ON (DATE & TIME) 31.12.2012 (2:30) PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) (02)
- 12) NUMBER OF BIDS RECEIVED (02)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS (02)
- 14) BID EVALUATION REPORT (Enclose a copy) Original Attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Musheer & Sons
- 16) CONTRACT AWARD PRICE Rs= 10,32,438/=
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).

①	M/s. Musheer & Sons	Rs= 1032438/=
②	M/s. Tehami Entp.	Rs= 10386857
1	1	1

18) METHOD OF PROCUREMENT USED : - (Tick one)

- | | | |
|----|--|-------------------------------------|
| a) | SINGLE STAGE - ONE ENVELOPE PROCEDURE _____ | <input checked="" type="checkbox"/> |
| b) | SINGLE STAGE - TWO ENVELOPE PROCEDURE _____ | <input type="checkbox"/> |
| c) | TWO STAGE BIDDING PROCEDURE _____ | <input checked="" type="checkbox"/> |
| d) | TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE _____ | <input type="checkbox"/> |

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT M. D. K W S B

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?
Yes No

21) ADVERTISEMENT :

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

Yes	<input checked="" type="checkbox"/>	Sh. No. 14707 I.D. 10321 10321/2012
No	<input type="checkbox"/>	

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

Yes	<input checked="" type="checkbox"/>	Daily "The Express Tribune" "Such" Daily "Aman"
No	<input type="checkbox"/>	

22) NATURE OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39) Date of Award of Contract: 30.01.2013

Signature & Official Stamp of
Authorized Officer


ABDUL RAZZAK MAGSO
Resident Engineer
Dipri (Pumping & Filter) Division
K.W.&S.B.

FOR OFFICE USE ONLY

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

OFFICE OF THE CHIEF ENGINEER (E&M)
KARACHI WATER & SEWERAGE BOARD

No.KW&SB/CE/E&M/2013/ 108
Dated: 23/01/2013

M/s. Musheer & Sons,
Contractor,
Karachi.

LETTER OF ACCEPTANCE / SANCTION LETTER

SUBJECT:- PROVIDING & FIXING OF SLUICE VALVE 300MM DIA AT 40MGD PUMP HOUSE, PIPRI (P&F) DIV-I

On behalf of the employers, it is notified that following the approval of the Managing Director, KW&SB vide Para-39/N, your bid for the subjected work is hereby accepted for the sum of Rs.10,32,438/= (Rupees Ten Lac Thrity Two Thousand Four Hundred Thirty Eight only) as evaluated / recommended by Procurement / Evaluation Committee-I vide Para-52/N and financially concurred by Finance Department, KW&SB vide Para-56 to 65/N, duly approved by the MD, KW&SB vide Para-67/N. The expenditure is chargeable to B.G. No.6113-25 for the financial year 2012-2013.

There is now binding contract between KW&SB and M/s. Musheer & Sons.

In accordance with the existing practice in vogue in KW&SB, you are required to enter in to and execute a Contract agreement. This agreement shall be signed by the employer and M/s. Musheer & Sons.

Provide with the 02% @ Rs.10,32,438/= of above cost as performance security in accordance with existing clause of SPPR Rules-2010 in shape of Bank Guarantee / Pay order or Bank Draft from any scheduled Bank of Pakistan.

You are therefore, directed to contact Resident Engineer, Pipri (P&F) Division-I Office for execution of Agreement, the value of Stamp paper will be Rs.3,100/= @ 0.30% of sanctioned cost which should be produced by you.

All correspondence onward shall be carried out through Superintending Engineer (P&F)-4, KW&SB.

In case of failure, the Letter of Acceptance / Sanction Letter shall be stand cancelled.



(S. ZAHEER ABBA'S ZAIDI)
Chief Engineer (E&M)
K. W. & S. B.

Copy to:-

1. The D.C.E. (E&M), KW&SB.
2. The S.E.(P&F)-4, KW&SB. With directives to abide all codal formalities under Rules SPPR-2010, before submission of Bill. Original work file of the above subjected work is enclosed herewith.
3. The Director Accounts, KW&SB.
4. The A.D. (LFA), KW&SB.
5. Office copy.



**OFFICE OF THE RESIDENT ENGINEER
PIPRI (PUMPING & FILTER) DIVISION-I**

NO:RE/P(P&F)D-I/WO-2012-13/ 359
DATED: 30/12/2013

**M/s. Musheer & Sons,
Contractor,
KARACHI.**

WORK ORDER

SUBJECT:- Providing & Fixing of Sluice Valve 300mm Dia at 40Mgd Pump House Pipri (P&F) Division-I.

Ref.:- Your Tender dated: 31.12.2012.

Your tender under SPPRA-2010, on the above subject work as evaluated/recommended by procurement / Evaluation Committee- I, KW&SB amounting to Rs: 10,32,438/-, as per of your quoted amount has been accepted by the competent authority being the first lowest bidder. The Finance Department, KW&SB has already concurred in and booked amounting to Rs: 10,32,438/- Rupees(Ten Lac Thirty Two Thousand Four Hundred Thirty Eight Only) as per above the expenditure will be chargeable against the B.G. No. 6113-25 for the year 2012-2013.

The work will be carried out under the supervision of AEE / Engineer incharge, 4th Phase & 40Mgd Pump House Pipri. You are requested to contact him for receiving instruction and for completing required formalities for start of work and work will be started from the date of issue / receiving of this work order, and period for completion of work is within (10) days.


(Abdul Razzaq Magsoo)
RESIDENT ENGINEER
PIPRI PUMPING & FILTER DIVISION
K W & S B
30/01/13

COPY TO:

1. THE CE (E&M), KW&SB.
2. THE SE (P/F)-IV, KW&SB.
3. THE AD (AUDIT), KW&SB.
4. THE AEE , 4th Phase & 40Mgd Pump House Pipri.
5. OFFICE COPY.
6. MASTER FILE.



M. NAJAM Stamp Vendor
 Memo No. 143, 17A, Karsaz, Karachi
 Phone No. 63679
 IS 1017011
 PROD No. 17A
 VALUE PK.
 17 JAN 2013
 ABBAS BHUTTA
 Advocate

(2)

AGREEMENT

Between
 M/s. Musheer & Sons,
 and
Karachi Water & Sewerage Board.

This agreement made on this _____ day of _____ 2013, between Karachi Water & Sewerage Board, Block-B, 9th Mile Shahra-e-Faisal, Karsaz, Karachi, through its Chief Engineer (E&M) / S.E. (P&F)-IV, KW&SB, hereinafter called the Board (hereinafter called the employer of the one part) and M/s. Musheer & Sons, Karachi, hereinafter called the Contractor of the other part.

Whereas the KW&SB has accepted the Contractor's Tender here unto Annexed and marked 1/2 dated 31.12.2012 for the work of "PROVIDING & FIXING OF SLUICE VALVE 300MM DIA AT 40MGD PUMP HOUSE, PIPRI (P&F) DIV.-1". Estimated cost: (On Item rate basis) under SPPR-2010. The total sanctioned amount is Rs.10,32,438/- (Rupees Ten Lac Thirty Two Thousand Four Hundred Thirty Eight only) which is corrected amount as evaluated / recommended by Procurement

[Handwritten signature]

[Handwritten signature]



MUHAMMAD SALEEM Stamp Vendor

House No 85, Shop No 3, Karim Plaza,
Gulshan-e-Iqbal, Block-14, Karachi

15 JAN 2011

No. 70119 Date
 Issued to with Address... **MUHAMMAD SALEEM**
 No. with Address... **L No 5488 Advocate**
 Purpose
 Value Rs. Attached
 Stamp Vendor's Signature

/ Evaluation Committee-I, KW&SB vide Para-52/N and financially concurred by the Finance Department, KW&SB vide Para-56 to 65/N duly approved by the Managing Director, KW&SB vide Para-67/N instead of Contractor's quoted amount Rs,10,32,437/50, the amount put to tender. According to the specifications and general terms and conditions vide Para-7&8 CPWA Code duly signed by the Contractor have made them fully acquainted with its meanings.

WHEREAS 10% Security Deposit (02% Earnest Money on Quoted amount is deposited by Contractor in favour of KW&SB) will be deducted from the Contractor's bill and such amount have given a lien over as security for the due fulfillment of the contract and the Contractor abide all the terms and conditions and aforesaid specification of the tender. Security Deposit deducted to be refunded after three months of satisfactory completion of the work.

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



SALEEM SONS
Licence No. 88, Shop No. 2, K. N. Park
Gurgaon - 122001, Haryana, India.
2011
M.A. Jafri
Advocate

15 JAN 2013


The Contractor due hereby bind themselves their heirs successors / legal representatives and assignee to pay 0.5% of Bid Cost per day of delay to the KW&SB or such smaller amount fixed by the competent authority. The time for completion of this work is within (10) Days.

IN WITNESS WHEREOF the said parties have set their respective hands on this ____ day _____, 2013.


M/s. Musheer & Sons,
(Contractor)


RESIDENT ENGINEER
PIPRI (PUMPING & FILTER)
DIVISION-I, KW&SB


SUPERINTENDING ENGINEER
(P&F)-IV, KW&SB


CHIEF ENGINEER (I&M)
K.W. & S.B.

WITNESSES:

1. _____ 2. _____



SALEEM Stamp Vendor
 Licence No 85, Shop No. 3, Karna Plaza,
 Gulshan-e-Iqbal, Block-14, Karachi.

15 JAN 2013

No. 2015 Date
 Led to with Address...
 Through with Address...
 Attached

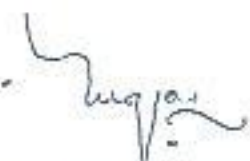
M.A. JALIL
 Advocate


AGREEMENT

Between

M/s. Musheer & Sons,
 and
Karachi Water & Sewerage Board.

Name of Work:- PROVIDING & FIXING OF SLUICE VALVE 300MM DIA AT
 40MGD PUMP HOUSE, PIPRI (P&F) DIV.-I.


 M/s. Musheer & Sons,
 (Contractor)


 RESIDENT ENGINEER
 PIPRI (PUMPING & FILTER)
 DIVISION-I, KW&SB



SHAH SALEM Stamp Vendor
Licence No 85, Shop No 3, Karim Plaza
Gulshan-e-Iqbal, Block-14, Karachi.

15 JAN 2013

Date: 20/01/13
Name of the person:
M.A. Jafri
Advocate

AGREEMENT

Between

M/s. Musheer & Sons,
and
Karachi Water & Sewerage Board.

Name of Work:- PROVIDING & FIXING OF SLUICE VALVE 300MM DIA AT
40MGD PUMP HOUSE, PIPRI (P&F) DIV.-I.


M/s. Musheer & Sons,
(Contractor)


RESIDENT ENGINEER
PIPRI (PUMPING & FILTER)
DIVISION-I, KW&SB



SPADATNO SALEEM Stamp Vendor
License No 85, Shop No. 3, Karim Plaza
Gulshan-e-Johal, Block-12, Karachi

15 JAN 2013

70017 Date
Delivered to with Address
Brought with Address
M.A. Jaffri
Advocate
Attached

AGREEMENT

Between

M/s. Musheer & Sons,
and
Karachi Water & Sewerage Board.

Name of Work:-

PROVIDING & FIXING OF SLUICE VALVE 300MM DIA AT
40MGD PUMP HOUSE, PIPRI (P&F) DIV.-I.


M/s. Musheer & Sons,
(Contractor)


RESIDENT ENGINEER
PIPRI (PUMPING & FILTER)
DIVISION-I, KW&SB



SALEEM Stamp Vendor
Licence No 85, Shop No. 3, Karim Plaza
Gulshan-e-Iqbal, Block-44, Karachi

15 JAN 2013

Date: 12/01/13
Address: M.A. Jaffri
Advocate
Signature: [Handwritten Signature]

AGREEMENT

Between

M/s. Musheer & Sons,
and
Karachi Water & Sewerage Board.

Name of Work:- PROVIDING & FIXING OF SLUICE VALVE 300MM DIA AT
40MGD PUMP HOUSE, PIPRI (P&F) DIV.-I.

[Handwritten Signature]
M/s. Musheer & Sons,
(Contractor)

[Handwritten Signature]
RESIDENT ENGINEER
PIPRI (PUMPING & FILTER)
DIVISION-I, KW&SB



STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS
(For Contracts Costing up to Rs.2.5 Million)

(Press NIT Sr.No.2)

Name of work: - PROVIDING & FIXING OF SLUICE VALVE 300MM DIA
AT 40MGD PUMP HOUSE, PIPRI (P&F) DIV.-I.

Name of Office

PIPRI (PUMPING & FILTER) DIVISION-I,

Near Steel Town, National Highway, Pipri, Bin Qasim

Resident Engineer, Contact # 0333-2249153

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

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

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

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

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

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

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

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

(A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.



KARACHI WATER & SEWERAGE BOARD
FINANCE DEPARTMENT
RECEIPT

Receipt No.: 49

Book No.: 823

Received Pay Order No.:

5357644

Date: 26-12-2012

of Bank Al Habib

Bank Water Pump E.S. Area Branch

for Rs. 1000/-

(Rupees) One Thousand Only.

in favour of KW&SB from M/s.: Musheer & Sons

on account of cost of quotation / tender documents for the work of Providing & Errecting of Sluice
Valve 300mm dia at homar Pump House, Ripri (R&E) Div-1.

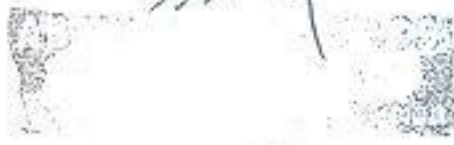
K. W. & S. B.
 Finance Department

(a) (b) (c) (d) (e) (f) (g) (h) (i) (j)

BIDDING DATA

- (a). Name of Procuring Agency: Pipri (Pumping & Filter) Division-I, KW&SB.
- (b). Brief Description of Work: PROVIDING & FIXING OF SLUICE VALVE
300MM DIA AT 40MGD PUMP HOUSE, PIPRI
(P&F) DIV.-I.
- (c). Procuring Agency Address: Pipri Filter Plant, near Steel Town, National
Highway, Pipri, Bin Qasim.
- (d). Estimate Cost: On Item rate basis.
- (e). Amount of Bid Security : 02% of Bid amount.
- (f). Period of Bid validity : 90 Days.
- (g). Security Deposit
(including Bid Security) : 10%
- (g). Venue, Time and Date of Bid Opening : The Tender in sealed cover superscribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D) at Block "B", 9th Mile, Karsaz, Karachi on 31.12.2012 at 02.30 PM by Tender Opening Committee.
- (h). Deadline for submission of Bid along with time. : 31.12.2012 at 2:00 PM.
- (i). Time for completion from From written order commence: 10 Days
- (j). Liquidity damage : 0.5% of Bid Cost per day of delay
- (k). Bid issued to Firm : M/s. *Musheer & Sons*
- (l). Deposit Receipt No.& Date: R. No. 49, DT: 26-12-2012
- Amount: : Rs.1,000/=

Resident Engineer




FINANCIAL OFFICER
Finance Department
K. W. & S. B.
Authority issuing bidding Document.

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause -18: Financial Assistance /Advance Payment.

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


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

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



Contractor

M/s. Musheer & Sons


Divisional Accountant
Pipri (Pumping & Filter) Division
K.W.S.B.


Executive Engineer/Procuring Agency
ABDUL RAZZAK MAGSI
Resident Engineer
Pipri (Pumping & Filter) Division
K.W.S.B.

NAME OF WORK:- PROVIDING & FIXING OF SLUICE VALVE 300MM DIA AT 40MGD PUMP HOUSE, PIPRI (P&F) DIV.-I.

(B) Description and rate of Items based on Market (Offered rates)

Item No.	Qty.	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1.	12Nos.	Providing & Fixing of 300mm / 12" dia Sluice Valve Heavy duty pattern (Tested pressure) 21Kg./Sq. Com or 300Lbs. / Sq. Inch. Imported quality approved by Engineer incharge.	85,300/2	Each	10,23,600/2
2.	8.50 Kgs.	Providing & Fixing of Rubber Packing	135/2	Kg.	11,47.5/2
3.	11Kgs.	Providing & Fixing of Nuts & Bolts 3"/	320/2	Kg.	3,520/2
4.	06 Days.	Labour for Fixing :- Fitter 01No.	435/2	Day	2,610/2
(i)	06 Days.	Helper 02Nos.	260/2	Day	1,560/2
(ii)					
Total: Rs:					10,32,437.5

I/We hereby quoted Rs. 10,32,437.5 (Rupees Ten Lacs Thirty two thousands four hundred thirty seven and fifty paises.)

Resident Engineer
ABDUL RAZZAK WAGSI
Resident Engineer
Pipri (Pumping & Filter) Division
K.W.S.S.B.

execution of above work and I / We hereby undertaking accept all clauses of SPPR-2010 and comply the Rules of KW&SB

Signature of Contractor
With name of firm & Seal

Address M/s Musheer & Sons

Contact # _____

- 1-Tender/Quotation received in sealed cover and open by Tender Opening Committee.
- 2- No cutting or overwriting found/cutting or overwriting found.
- 3- Contractor has enclosed earnest money of bid amount pay on 21000/- No. 5357675 Date 31/12/25 Drawn on Bank of India
- 4- Contractor Musheer & Sons has quoted 10,32,437/50 (Rupees Ten Lacs Thirty two thousand four hundred thirty seven and fifty paises)

(E&M) SE(P&F)IV SE(D&E) CE(E&M) CE(P&F)