

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**CONTRACT EVALUATION FORM**

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

- 1) NAME OF THE ORGANIZATION / DEPTT. K.W.S.B
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Local Govt Sindh
- 3) TITLE OF CONTRACT Reserve 12" dia AC pipe i/c enter connection 12" dia AC pipe from 18" dia AC pipe for the supply of water sector ST, Talwar LERP Gadar Town
- 4) TENDER NUMBER 1. No 5976/2011/Sr No/10361- Website
- 5) BRIEF DESCRIPTION OF CONTRACT Improvement of water supply system
- 6) FORUM THAT APPROVED THE SCHEME M.D. K.W.S.B
- 7) TENDER ESTIMATED VALUE Rs = 4,36,016/-
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs = 4,36,016/-
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 15 days
- 10) TENDER OPENED ON (DATE & TIME) 16-12-2011 at 2:30 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 03 No.s
- 12) NUMBER OF BIDS RECEIVED 02 No.s
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02 No.s
- 14) BID EVALUATION REPORT (Enclose a copy) Enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Mukhtaw Enterprises, E-2 Park View opp Block 12 Gulshan-e-Iqbal
- 16) CONTRACT AWARD PRICE 4,36,016/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st  
as evaluation report

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

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT M.D. KWE 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  1-D No 5976/2011/58/10361  
No

ii) News Papers  
(If yes, give names of newspapers and dates)  
Yes   
No  through website

22) NATURE OF CONTRACT  
Domestic/Local  Int.

23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)  
Yes  No

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)  
Yes  No

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?  
Yes  No

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?  
Yes  No

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)  
Yes  No

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?  
Yes  No

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?  
Yes  No

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  
(Attach copy of the bid evaluation report)  
Yes  No

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

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

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

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

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

Yes	
No	

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: \_\_\_\_\_

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

**FOR OFFICE USE ONLY**

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

Print

Save

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**KARACHI WATER & SEWERAGE BOARD**  
**DISTRICT WEST, KW&SB**  
**EVALUATION REPORT**

Karachi Water & Sewerage Board.

NIL

Description / Name of Work/ Item: **RESERVE 12"DIA AC PIPE I/C INTERCONNECTION 12"DIA AC PIPE FROM 18"DIA AC PIPE FOR THE SUPPLY OF WATER IN SECTOR 51, TAISER L.E.R.P GADAP TOWN.**

Method of Procurement: Through Website (Single envelope system)  
 (Print & Electronic Media (SPPRA ID No.5976 & News Papers names with dates))

Tender Published: NIL  
 S.No. 010361 SPPRA I.D.No: 5976

Total Bid Documents Sold: 02 No.

Total Bid Received: 02 No.

Technical Bid Opening Date ( if applicable): N/A (Provide details in separate form)

No. of Bid Technically Qualified ( if applicable): N/A

Bid rejected: NONE

Financial Bid Opening Date: 16-12-2011

**Bid Evaluation Report:**


S#	Name of Firm or Bidder	Cost Offered by the Bidders	Ranking in Terms of Cost	Comparison with Engineer Estimated Cost	Reason for Acceptance/ Rejection	Remarks
1	M/s. Mukhtar Enterprises	4,36,016/-	1 <sup>st</sup> Lowest	AT PAR	<b>Responsive Bid</b>	
2	M/s. Hissan Construction Co	4,44,016/-	2 <sup>nd</sup> Lowest	-----	<b>Non Responsive Bid</b>	Due to pay order not attached


Signature of the members of Evaluation Committee

Awarded to  
 M/s. Mukhtar Enterprises  
  
 Account Officer  
 To CE(West)  
 Member/Secretary

  
 Superintending Engineer  
 Gadap Town, KW&SB  
 Member

  
 Superintending Engineer  
 Design & Estimate, KW&SB.  
 Member

  
 Chief Engineer  
 District West, KW&SB  
 (Member)

  
 Chief Engineer  
 (IP&D), KW&SB  
 Convener

Information to:-  
 All Participants

Copy to:-  
 1. MD, KW&SB  
 2. DMD(T-S), KW&SB

C.C to:-  
 Director (C.B) SPPRA



Reference

137

500 RS.

82141

Muhammad Hamid

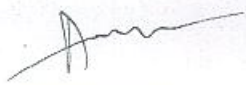
## CONTRACT AGREEMENT

This CONTRACT AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2012, between the Karachi Water & Sewerage Board (KW&SB), Represented by its **Chief Engineer, West Zone, KW&SB**, (hereinafter called the "Employer" which expression shall wherever the context so admits or required to be deemed to include their successor) on the one part as first Party **M/s Mukhtar Enterprises** having their Office at Karachi Address **H.No. C-2 Pak View Apartment, Gulshan-e-Iqbal Town, Karachi** hereinafter called the "Contractor" (which expression shall wherever the context so admit or required to be deemed to include their Executors, Administrators, Successors and permitted Assignees) on other part as second party.

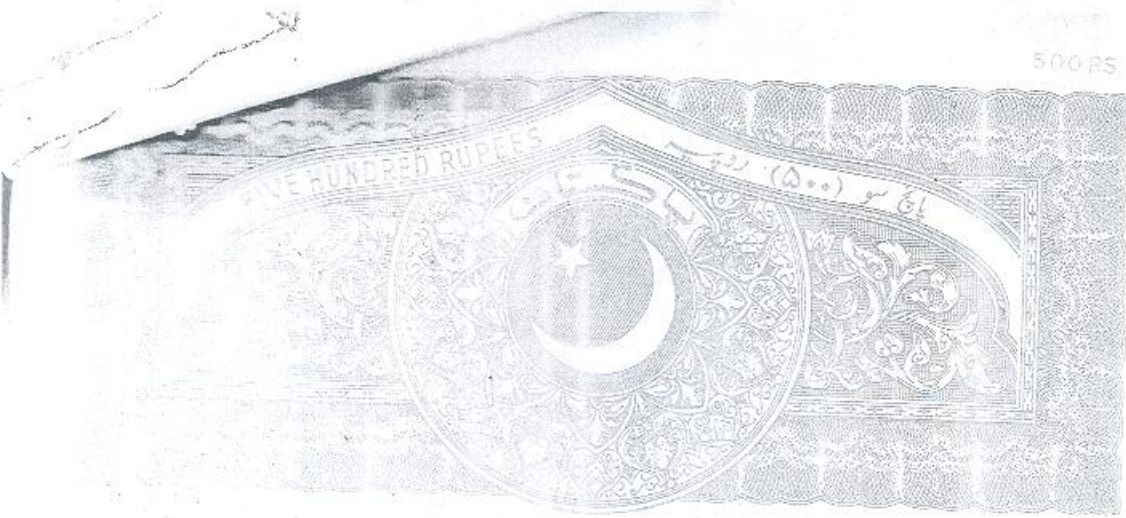
WHEREAS the Employer is desirous to execute the work RESERVE 12" DIA AC PIPE I/C INTERCONNECTION 12" DIA AC PIPE FROM 18" DIA AC PIPE FOR THE SUPPLY OF WATER SECTOR-51, TAISER L.E.R.P. GADAP TOWN UNDER KARACHI WATER & SEWERAGE BOARD and has accepted the Tender of the contractor for Rs.4,36,016/- (Rupees Four Lac Thirty Six Thousand Sixteen Only) for the construction and completion of such works and the remedying of any defects therein.

AND WHEREAS THE CONTRACTOR has deposited 2% Pay order No.6406149 Dt.02-12-2011 Rs. 40,200/- Bank Al-Habib deposited in KW&SB A/C No.25011-1 kept with the EMPLOYER and remaining 8% Security will be deducted from Bill till the maintenance period of the work for the due fulfillment.

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents which for the purpose of identification have been signed by **Mr. Mukhtar** on behalf of the contractor and by on behalf the EMPLOYER all of which shall be deemed to form and be read and construed as part of this Agreement.
  - a). This Form of Agreement.
  - b). Employer Sanction letter No. KW&SB/CE/West/ 2012/ Dated:- / /2012.
  - c). The Tender.
  - d). The conditions of the Particular Application.
  - e). The General Conditions.
  - f). The Drawings.
  - g). The specification and.
  - h). The Priced Bill of Quantities







84142

5. In consideration of the payments to be made by the EMPLOYER. To the CONTRACTOR has ~~hereinafter~~ mentioned, the CONTRACTOR hereby covenants with the EMPLOYER to execute and complete the WORK and to remedy any defects therein and maintaining the same in conformity in all respects with the provisions of the CONTRACT.

6. THE EMPLOYER hereby covenants to pay to the CONTRACT in the manner prescribed by the CONTRACT.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seats the day and year first above written.

Signed, Sealed and Delivered by the.

For and on behalf of  
EMPLOYER

CHIEF ENGINEER, WEST ZONE  
KARACHI WATER & SEWERAGE BOARD.

For and on behalf of  
CONTRACTOR

A-MUKHTAR Enterprises  
PROPRIETOR  
M/S MUKHTAR ENTERPRISES

WITNESS OF EMPLOYER

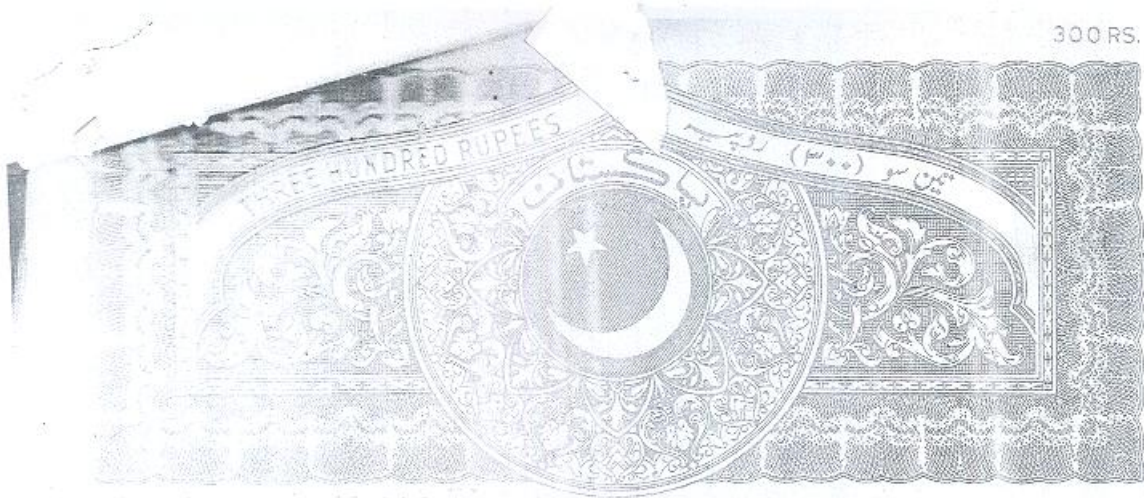
SUPERINTENDING ENGINEER  
GADAP TOWN WEST  
K.W.&S.B.

EXECUTIVE ENGINEER (SEW)  
GADAP TOWN WEST  
K.W.&S.B.

WITNESS OF CONTRACTOR

1. ADD: GOREE A/2 P.O. CH  
K.L.A.

2. \_\_\_\_\_  
ADD: \_\_\_\_\_



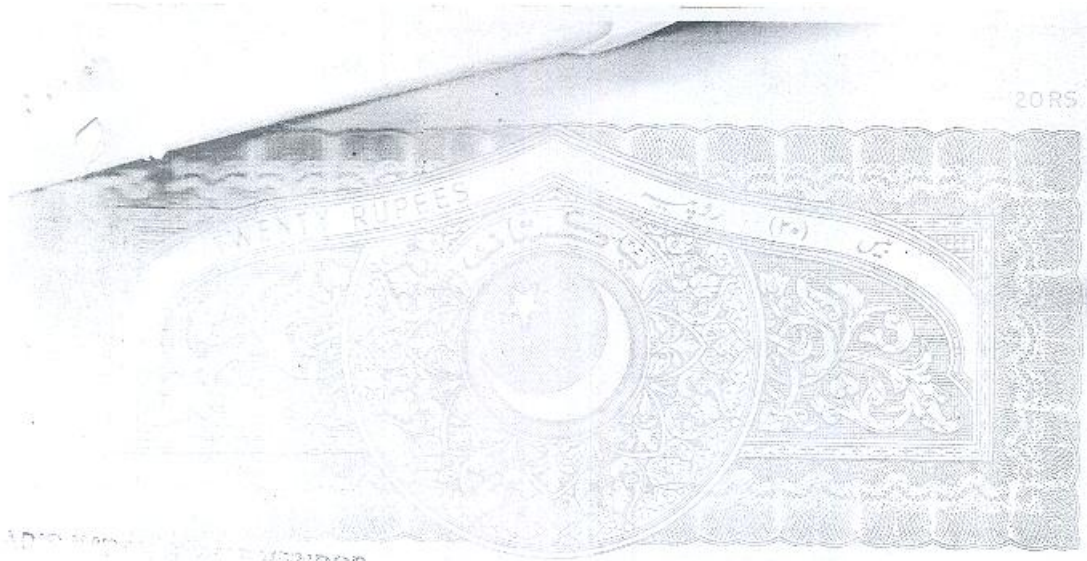
84/28

RESERVE 12" DIA AC PIPE I/C INTERCONNECTION 12" DIA AC  
PIPE FROM 18" DIA AC PIPE FOR THE SUPPLY OF WATER  
SECTOR-51, TAISER L.E.R.P. GADAP TOWN UNDER KARACHI  
WATER & SEWERAGE BOARD

M/s Mukhtar Enterprises


**Rs.4,36,016/-**





084186 11 FEB 2012  
**S. M. IQBAL**  
Advocate L. No 872

RESERVE 12" DIA AC PIPE I/C INTERCONNECTION 12" DIA AC  
PIPE FROM 18" DIA AC PIPE FOR THE SUPPLY OF WATER  
SECTOR-51, TAISER L.E.R.P. GADAP TOWN UNDER KARACHI  
WATER & SEWERAGE BOARD

  
M/s Mukhtar Enterprises


**Rs.4,36,016/-**



FD

M/S: Mukhtar Entertain



  
Date: 15/12/2016  
Room No. 02, 2<sup>nd</sup> Floor, TMO Office Sector 11-E Orangi Administrator Office, Karachi  
Zone-6, KWSB

# TENDER DOCUMENTS

RESTORATION OF RESERVER 12"DIA AC  
PIPE I/C INTERCONNECTION 12"DIA AC  
PIPE FROM 18"DIA AC PIPE FOR THE  
SUPPLY OF WATER IN SECTOR 51, TAISER  
L.E.R.P GADAP TOWN

**KARACHI WATER & SEWERAGE BOARD**

Room No.02, 2<sup>nd</sup> Floor, TMO Office Sector 11-E Orangi Administrator Office, Karachi



# KARACHI WATER & SEWERAGE BOARD

ACCOUNT OFFICER (WEST)  
CHIEF ENGINEER (WEST), KW&SB

## RECEIPT

Receipt No. \_\_\_\_\_ Date: 15/12/2011

Tender No. \_\_\_\_\_

Received Pay Order No. 6406144 Dated 13/12/2011

of HBL. Korangi Div. (1910) Branch \_\_\_\_\_

for Rs.1000/- (Rupees) One thousand only

in favour of KW&SB from Mr. Fakhruddin Emrofin

on account of cost of quotation / tender documents for the work: RESERVE 12"DIA AC PIPE I/C INTERCONNECTION 12"DIA AC PIPE FROM 18"DIA AC PIPE FOR THE SUPPLT OF WATER IN SECTOR 51, TAISER L.E.R.P GADAP TOWN.

*[Signature]*  
15/12/2011

*[Signature]*  
15/12/2011

TOWN \_\_\_\_\_

PIPE FOR THE SUPPLT OF WATER IN SECTOR 51, TAISER L.E.R.P GADAP

12"DIA AC PIPE I/C INTERCONNECTION 12"DIA AC PIPE FROM 18"DIA AC

on account of cost of quotation / tender documents for the work: RESERVE

in favour of KW&SB from Mr. Fakhruddin Emrofin

for Rs.1000/- (Rupees) One thousand only

of HBL. Korangi Div. (1910) Branch \_\_\_\_\_

Received Pay Order No. 6406144 Dated 13/12/2011

Tender No. \_\_\_\_\_

Receipt No. \_\_\_\_\_ Date: 15/12/2011

## RECEIPT

ACCOUNT OFFICER (WEST)  
CHIEF ENGINEER (WEST), KW&SB

# KARACHI WATER & SEWERAGE BOARD





**ENGINEER GADAP TOWN(W/D)**  
**WATER & SEWERAGE BOARD**

Item Rate basis  
 : 15 days  
 ay : 500/- P/day  
 : 1000/-  
 ending : 16/12/2011

Quotation / Tender issued to:-  
 M/s Mukhlis Engrs  
 Receipt No. \_\_\_\_\_ Dt. 15/12/2011

Tender dropped in Tender Box  
 Upto 1:30 PM & opened on 2:30  
 PM in office of the Chief Engineer  
 (IP&D), Block "B" Sharah-e-  
 Faisal KW&SB, Karachi.

**RESTORATION OF RESERVOIR 12"DIA AC PIPE I/C**  
**INTERCONNECTION 12"DIA AC PIPE FROM 18"DIA AC PIPE FOR**  
**THE SUPPLY OF WATER IN SECTOR 51, TAISER L.E.R.P GADAP**  
**TOWN.**

Description of Work	QTY	Rate		Per Unit / Item	Amount in Rupees
		Rupees in Figures	Rupees in Words		
Excavation in all kind of soil murum hard average including left 5feet and lead upto one chain	0'-5'	4586.97			
Add for additional lead	5'-8'	1838.40		%Cft	22935
Add for additional lead	8'-11'	497.45		%Cft	22935
widening laying & Jointing 12" pipe of class (C) in trenches i/c cutting with solvent cement pressure head to 300 feet				%Cft	9190
Inter connection 10" dia ss-(c)	13 Rft	720		%Rft	2485
Man Crossing 6" dia ss-(B)	80 Rft	200		%Rft	9360
Supplying & laying thick steel M/S Pipe Made out of thick M/S Pipe laying Jointing with welding loading unloading complete.				%Rft	16000
nick M.S plate 18" dia	08 Rft	4000		%Rft	32000
nick M.S Plate 12" dia	16 Rft	2000		%Rft	32000



MS split collar Tee 12"x12"x2-0" wide fabricated with 5.6mm MS plate for 12"dia pipe weight 58.02kg i/c sealing material and labour etc Net weighth = 58.02 12"dia	02 Nos	7000	Each	14000
P/F MS Neek for split collar Tee (9" clear Length) 3/8" thick MS Plate etc Net weight 27.27Kg 12"dia	02 Nos	3000	Each	6000
Providing sluice valve (heavy duty) Imported etc comp Made by UK, USA & Japan. 12"dia	03 Nos	15000	Each	45000
Fixing of sluice valve with Tail pice one end flanged other end socket i/c Nut bolt R/Packing Reduced rate Rate with out Tail pieces (reduced rate) (-) tail pieces 12"dia	03 Nos	500	Each	1500
Re-fixing of sluice valve 18"dia in PRCC Water Line i/c labour Rubber packing Nut Bolts and chain pully etc.(as per R/A attached) 18"dia	01 No	3000	Each	3000
P/F MS Tail pices (DHOLKA) fabricated with 1/4" thick MS plate for 18"dia, 12"dia Pipe with all sealing material etc weight = 25.37 Kg 1/4" thick 18"dia	03 Nos	3000	Each	9000
weight = 17.80Kg 1/4" thick 12"dia	04 Nos	2000	Each	8000
P/F MS split collar 1'-6" wide fabrication 5.6mm thick MS plate and 1-1/4" wide ring @ centre 3/4" thick MS square Bar on both ends for pipe etc complete. weight= 90.26Kg(3/8" thick) 18"dia	05 Nos	9000	Each	45000
weight = 53.33Kg (5.6mm) 12"dia	04 Nos	6000	Each	24000
Provide S.S Spindil and Gun Metal with Nut etc.(as per R/A attached) 12"dia 08"dia	04 Nos 08 Nos	4000 3000	Each Each	16000 24000 Ann



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. **Measurements:** All works shall be measured by standard instruments according to the rules.

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

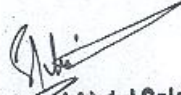
8. **Late submission of bids:** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. **Eligibility criteria:** 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 security:** Bid without bid security of required amount and prescribed form shall be rejected.

11. **Arithmetical errors:** 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.

  
**Mohammad Abdul Saleem**  
Executive Engineer  
Gadap Town (W)  
K.W. & S.B.



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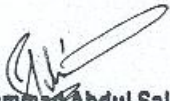
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**Mohammad Abdul Saleem**  
Executive Engineer  
Gadap Town (W)  
K.W. & S.B.




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

### BIDDING DATA

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

1. Name of Procuring Agency \_\_\_\_\_
2. Brief Description of Works \_\_\_\_\_
3. Procuring Agency's address:- \_\_\_\_\_
4. Estimated Cost:- \_\_\_\_\_
5. Amount of Bid Security:- \_\_\_\_\_ (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
6. Period of Bid Validity (days):- \_\_\_\_\_ (Not more than sixty days).
7. Security Deposit:-(including bid security):- \_\_\_\_\_ (Percentage of bid amount /estimated cost equal to 10%)
8. Percentage, if any, to be deducted from bills:- \_\_\_\_\_
9. Deadline for Issuance of Bids along with time:- \_\_\_\_\_
10. Deadline for Submission of Bids along with time :- \_\_\_\_\_
11. Venue, Time, and Date of Bid Opening:- \_\_\_\_\_
12. Time for Completion from written order of commence: - \_\_\_\_\_
13. Liquidity damages:- \_\_\_\_\_ (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% of bid cost).
14. Deposit Receipt No: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: (in words and figures) \_\_\_\_\_

(Executive Engineer/Authority issuing bidding document)

  
**Mohammad Abdul Saleem**  
Executive Engineer  
Gadap Town (W)  
K.W. & S.B.



### Conditions of Contract

**Clause - 1: Commencement & Completion Dates of work.** The contractor shall not start 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 the 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 and shall be strictly observed by the contractor and shall be reckoned from the date on which the contractor is given 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 same basis.

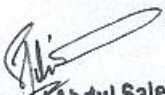
**Clause - 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not 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.**

The 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;

The Executive Engineer/Procuring Agency has power to adopt any of the following cases as may deem fit:-

  
**Mohammad Abdul Saleem**  
Executive Engineer  
Gadap Town (W)  
K.W. & S.B.



to forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;

to finalize the work by measuring the work done by the contractor.

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

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,

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 the site is not given by the date stated in the commencement order, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land or 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

  
**Mohammad Abdul Saleem**  
Executive Engineer  
Gadap Town (N)  
K.W. & S.O.



The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge in his office and to which the contractor shall be entitled to have access at such time 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 may be required.

**Clause - 7: Payments.**

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

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

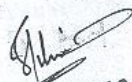
Such such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of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

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

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

**Clause - 9: Issuance of Variation and Repeat Orders.**

The Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the

  
**Mohammad Abdul Saleem**  
Executive Engineer  
Gadap Town (W)  
K.W. & S.B.



Execution of new work items that are either due to change of plans, design or variation to suit actual field conditions, within the general scope and physical limits of the contract.

Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.

E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

#### Clause - 10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

#### (C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the

  
**Mohammad Abdul Saleem**  
Executive Engineer  
Gadap Town (W)  
K.W. & S.B.



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 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 therefor.

**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 work under the 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. Notice 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 and 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 being with the Engineer.

  
**Mohammad Abdul Saleem**  
Executive Engineer  
Gadap Tower, N.J.  
K.W. & S.B.



**Clause - 18: Financial Assistance /Advance Payment.**

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.


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

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

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

**DIVISIONAL ACCOUNTANT**

Contractor

  
**Executive Engineer/Procuring Agency**  
**Mohammad Abdul Saleem**  
**Executive Engineer**  
**Gadap Town (W)**  
**K.W. & S.B.**



# KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CE(DISTRICT WEST),, KW&SB

## BID EVALUATION REPORT

- 1- Name of Procuring Agency : Karachi Water & Sewerage Board.
- 2- Tender Reference No: NIL
- 3- Tender Description / Name of Work/ Item: RESERVE 12"DIA AC PIPE I/C INTERCONNECTION 12"DIA AC PIPE FROM 18"DIA AC PIPE FOR THE SUPPLT OF WATER IN SECTOR 51, TAISER L.E.R.P GADAP TOWN.
- 4- Method of Procurement: Through Website (Single envelope system)  
(Print & Electronic Media (SPPRA ID No.5976 & News Papers names with dates)
- 5- Tender Published: NIL  
S.No.010361 SPPRA I.D.No: 5976
- 6- Total Bid Documents Sold: 02 No.
- 7- Total Bid Received: 02 No.
- 8- Technical Bid Opening Date ( if applicable): N/A (Provide details in separate form)
- 9- No. of Bid Technically Qualified ( if applicable): N/A
- 10- Bid rejected: NIL one
- 11- Financial Bid Opening Date: 16-12-2011
- 12- Bid Evaluation Report:


S #	Name of Firm or Bidder	Cost Offered by the Bidders	Ranking in Terms of Cost	Comparison with Engineer Estimated Cost	Reason for Acceptance/ Rejection	Remarks
1	M/s. Mukhtar Enterprises	4,36,016/-	1 <sup>st</sup> Lowest	AT PAR	<b>Responsive Bid</b>	
2	M/s. Hissan Construction Co	4,44,016/-	2 <sup>nd</sup> Lowest	-----	<b>Non Responsive Bid</b>	<i>due to Pay order not attached</i>

Signature of the members of Evaluation Committee

Awarded to  
M/s. Mukhtar Enterprises

  
Account Officer  
To CE(West)  
Member/Secretary

  
Superintending Engineer  
Gadap Town, KW&SB  
Member

  
Superintending Engineer  
Design & Estimate, KW&SB.  
Member

  
Chief Engineer  
District West, KW&SB  
(Member)

  
Chief Engineer  
(IP&D), KW&SB  
Convener

Information to:-  
All Participants

Copy to:-

1. MD, KW&SB
2. DMD(T-S), KW&SB

C.C to:-

Director (C.B) SPPRA





# KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CE(DISTRICT WEST), KW&SB

## BID EVALUATION REPORT

- 1- Name of Procuring Agency : Karachi Water & Sewerage Board.
- 2- Tender Reference No: NIL
- 3- Tender Description / Name of Work/ Item: PROVIDING AND SUPPLYING OF BAMBOOS W.E.F 15/12/2011 TO 30/6/2012 FOR THE YEAR-2011-2012 FOR GADAP TOWN.
- 4- Method of Procurement: Through Website (Single envelope system)  
(Print & Electronic Media (SPPRA ID No.5976 & News Papers names with dates)
- 5- Tender Published: NIL  
S.No. 10361 SPPRA I.D.No: 5976
- 6- Total Bid Documents Sold: 01 No.
- 7- Total Bid Received: 01 No.
- 8- Technical Bid Opening Date ( if applicable): N/A (Provide details in separate form)
- 9- No. of Bid Technically Qualified ( if applicable): N/A
- 10- Bid rejected: NIL
- 11- Financial Bid Opening Date: 16-12-2011
- 12- **Bid Evaluation Report:**

S #	Name of Firm or Bidder	Cost Offered by the Bidders	Ranking in Terms of Cost	Comparison with Engineer Estimated Cost	Reason for Acceptance/ Rejection	Remarks
1	M/s. RIAZ & CO	1,34,974/-	1 <sup>st</sup> Lowest	0.32% Below	<b>Responsive Bid</b>	

Signature of the members of Evaluation Committee

Awarded to  
M/s. Riaz & Co  
  
19/12/2011  
Account Officer  
To CE(West)  
Member/Secretary

  
Superintending Engineer  
Gadap Town, KW&SB  
Member

  
Superintending Engineer  
Design & Estimate, KW&SB.  
Member

  
Chief Engineer  
District West, KW&SB  
(Member)

  
Chief Engineer  
(IP&D), KW&SB  
Convener

Information to:-  
All Participants

Copy to:-

1. MD, KW&SB
2. DMD(T-S), KW&SB

C.C to:-

Director (C.B) SPPRA

No

1

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