(3)

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. KWSB/B.T
2) PROVINCIAL / LOCAL GOVT./ OTHER L.G
3) TITLE OF CONTRACT EMERGENT REPAIR OF LEGAGISES AND MAINTANCE OF PRCC RISING MAIN LINE
4) TENDER NUMBER SP.P.RAJ.NO 78-95
5) BRIEF DESCRIPTION OF CONTRACT REPAIR OF LEGAGISE PUMP HOUSE
6) FORUM THAT APPROVED THE SCHEME KWSB TO FORE BAY KWSB
7) TENDER ESTIMATED VALUE Rs. 44,60,753/60
8) ENGINEER'S ESTIMATE (For civil works only) 40,19,790/-
9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 MONTH
10) TENDER OPENED ON (DATE & TIME) 05 04-2011 2:30 PM
11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 3 NOS.
12) NUMBER OF BIDS RECEIVED 3 NOS.
13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3 NOS.
14) BID EVALUATION REPORT (Enclose a copy) Attached
15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S INDUSMEN CORP
16) CONTRACT AWARD PRICE 40,19,790/-
17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).
    1ST M/S INDUSMEN CORP
    2ND M/S N. K BUILDERS
    3RD M/S MUHAMMAD SIDDIQUE BROS.
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 VICE CHAIRMAN KWSB

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	✓	3510
No		

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

Yes	DAILY NATION 16/3/2011 / 27.3.2011 INTIKHAB, ASASS REGIONAL TIMES
No	

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		N/A

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	

SPPRA

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

Yes	
No	✓

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

Yes	
No	✓

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	✓

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

Yes	✓	No	

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		No	✓

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes		No	

N/A

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	✓

Signature & Official Stamp of
Authorized Officer

LAL MOHAMMAD SAMOO
Executive Engineer
Canal Maintenance Division
K. W. & S. B.

FOR OFFICE USE ONLY

SPPRA

PAKISTAN 1000 RS.

ONE THOUSAND RUPEES

ایک ہزار (۱۰۰۰) روپیہ

پاکستان

AFAR
Ico
h Floor, Tahir Plaza, Near City Court Karachi
NO. 9950 DATE 09 JUN 2011
UED TO WITH ADDRESS
ROUGH WITH ADDRESS Indusmen Corporation
RPOSE
UE RS.
NATURE OF VENDOR SIGNATURE

AGREEMENT

THIS AGREEMENT made this 13th day of June, 2011 BETWEEN - KW&SB and Contractor M/s. Indusmen Corp. for executing the work of "EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING MAIN LINE NO.1, FROM PUMP HOUSE TO FOREBAY", under SPPR Rule 2010 on item rate basis costing of Rs.44,60,753/76 (Rupees Forty Four Lac Sixty Thousand Seven Hundred Fifty Three and Seventy Six Paisas Only) as assessed by Design Office as per Para 19/N to 25/N duly approved by the Vice Chairman, KWSB vide Para 36/N and M.D., KWSB vide Para No.37/N and Financial concurrence accorded by Finance Department against B.G No.6073-67 for the year 2010-2011 as per Para 41/N to 53/N.

The following documents are part of this agreement.

a) Bill of Quality(B.O.Q)

b) Estimate.

c) Drawings.

d) Sanction Order vide No. PACE(BT&D)/KW&SB/2011/ dated:

e) General directions and conditions of contractor for works on percentage tender (Central PWD code, paragraph-89 for the guideness of contractor and its Annexure.

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

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

Cont...P/2

.STAN

100 RS.

ONE HUNDRED RUPEES

ایک سو روپیہ (۱۰۰)

پاکستان

Floor, Ta... Pl... Near City Court Karachi

NO. 9953 DATE 09 JUN 2011

ISSUED TO WITH ADDRESS

BOUGHT WITH ADDRESS Indusmens Corporation

PURPOSE

VALUE RS. 100/-

STAMP VENDOR SIGNATURE

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

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

M/s. Indusmen Corp. CONTRACTOR	**Executive Engineer** (GDC), KW&SB.	**Superintending Engineer,** (BWSC), KW&SB.

13.6.2011

13/6

KARACHI WATER AND SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER
GHARO DIVISION CIVIL

NO: E.E/GDC/Acctt/KWSB/2011/46 Dated : 13.6. 2011

To,

M/s. Indusmen Corp.,
Karachi.

"Work Order"

SUBJECT:- EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING MAIN LINE NO.1, FROM PUMP HOUSE TO FOREBAY.

The competent authority has already accepted your bid costing of Rs.40,19,790/- and all codal formalities i.e. bid hoisting on SPPRA's website and agreement has also been executed between Contractor and KWSB.

You are requested to immediately start the work & complete it within 15 days positively.

Executive Engineer
G.D(Civil) KW&SB.

LAL MUHAMMAD SAMOO
EXECUTIVE ENGINEER
Ghro Division (C
K W S B

Copy to :-

1) The D.M.D(T/S), KWSB.
2) The C.E(B.T), KWSB.
3) The S.E(BWSC), KWSB.
4) Office copy.

Karachi Water & Sewerage Board

Office of the Executive Engineer
Gharo Division Civil

NO: E.E/GDC/KWSB/2011/ 48 Dated : 9/8/2011

BID EVALUATION REPORT

1.	Name of Procuring Agency :	Karachi Water & Sewerage Board
2.	**Tender Reference No.**	P.A.C.E(B.T&D)/KW&SB/2011/04, DT.08-01-2011.
3.	**Tender Description / Name of work :**	EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING MAIN LINE NO.1, FROM PUMP HOUSE TO FOREBAY.
4	**Estimated Cost :**	Rs.38,49,664/-
5	**Method of Procurement :**	Single Stage – One Envelope Procedure.
6	**Tender Published :**	Through daily leading newspapers viz. Urdu, English, Sindhi and Website SPPRA I.D No.3510/2011
7	**Total Bids Documents sold :**	03 Nos.
8	**Total Bids Received :**	03 Nos.
9	**Bid (s) rejected :**	Nil.
10	**Bid Opening Date :**	05-042011

S. No.	Name of Firm / Bidder	Cost offered by the Bidder	Ranking in terms of Cost	Comparison with Estimated Cost	Reason Acceptance / Rejection	Remarks
1.	**M/s. Indusmens Corp.**	**44,60,753/76**	1st Lowest	15.87% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Responsive Bid
2.	M/s. N.K. Builders	45,89,941/15	2nd Lowest	19.22% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Responsive Bid
3.	M/s. Muhammad Siddique & Bros.	46,44,417/73	3rd Lowest	20.64% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Responsive Bid

All concerned bidders is being informed accordingly.

M/s. Indusmens Corp. was declared as the lowest responsive bidders.

LAL MUHAMMAD SAMOO
Executive Engineer
Gharo Division Civil
KW&SB

Budget Officer
KW&SB

BUDGET OFFICER
KW&SB

SUPERINTENDING ENGINEER
Bulk Transmission Circle
KW & SB

Chief Engineer
(BULK TRANSMISSION WING)
Karachi Water & Sew. Board

Director (CB) SPPRA, GOS

With a request to upload/host to the Website of SPPRA Authority.

Copy to:-

1. The All concerned.

KARACHI WATER & SEWERAGE BOARD
Office of the Chief Engineer
(BULK TRANSMISSION)
Block "B" 9th Mile Shahra-e-Faisal, Karachi
Tel # 99245130 Fax # 99240186

No. P.A C.E (BT&D)/KW&SB/2011/

Dated: 13 -06-2011

M/s. Indusmen Corporation,
47-A, 2/6, Nursery, P.E.C.H.S
Karachi

(SANCTION ORDER)

SUBJECT: **EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING MAIN LINE NO.1, FROM PUMP HOUSE TO FOREBAY**

Sanction of **Rs.40,19,790/-** (Rupees Fourty Lac Nineteen Thousand Seven Hundred Ninety only) is hereby accorded for the above tender work as per SPPRA-2010, duly approved by Vice Chairman, KW&SB as per Para-36/N and Financial Concurrence accorded by Finance Department as per Para-41 to 53/N against B.G No.6073-67 for the year 2010-2011.

You are therefore directed to contact E.E (GDC) for execution of agreement for which prescribed agreement form of Rs.12,059/- @0.30% of sanction / assessed cost on stamp paper should be produced by you within Three (03) days from receipt of this letter.

Chief Engineer (B.T)
KW&SB

Copy To:

1. Superintending Engineer (BWSC), KW&SB.
2. Executive Engineer (GDC), KW&SB.
3. Accounts Officer (BT), KW&SB.
4. Office Copy.

c/s.
13.6.2011
DMD (TS)
13/6/2011

Karachi Water & Sewerage Board

Office of the Executive Engineer
Gharo Division Civil

NO: E.E/GDC/KWSB/2011/498 Dated : 9/6/2011

BID EVALUATION REPORT

1.	Name of Procuring Agency :	Karachi Water & Sewerage Board
2.	**Tender Reference No.**	P.A.C.E(B.T&D)/KW&SB/2011/04, DT.08-01-2011.
3.	**Tender Description / Name of work :**	**EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING MAIN LINE NO.1, FROM PUMP HOUSE TO FOREBAY.**
4	**Estimated Cost :**	Rs.38,49,664/-
5	**Method of Procurement :**	Single Stage – One Envelope Procedure.
6	**Tender Published :**	Through daily leading newspapers viz. Urdu, English, Sindhi and Website SPPRA **I.D No.** 3510 **/2011**
7	**Total Bids Documents sold :**	03 Nos.
8	**Total Bids Received :**	03 Nos.
9	**Bid (s) rejected :**	Nil.
10	**Bid Opening Date :**	05-042011

S. No.	Name of Firm / Bidder	Cost offered by the Bidder	Ranking in terms of Cost	Comparison with Estimated Cost	Reason Acceptance / Rejection	Remarks
1.	**M/s. Indusmens Corp.**	**44,60,753/76**	1st Lowest	15.87% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Recommended for award of work.
2.	M/s. N.K. Builders	45,89,941/15	2nd Lowest	19.22% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Non Responsive
3.	M/s. Muhammad Siddique & Bros.	46,44,417/73	3rd Lowest	20.64% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Non Responsive

All concerned bidders is being informed accordingly.

M/s. Indusmens Corp. was declared as the lowest responsive bidders.

Executive Engineer.
Gharo Division Civil,
K. W. & S. B.

9/6/2011
Sindh Public Procurement Regulatory Authority
Block-5, A.A.
Sindh Secretariat, Karachi

Director (CB) SPPRA, GOS
With a request to upload/host to the Website of SPPRA Authority.

Copy to:-

1. The D.M.D. (T/S), KW&SB
2. The Chief Engineer(B.T), KW&SB.
3. The S.E.(BWSC), KW&SB.
4. The Director Accounts, KW&SB.
5. The A.D. (LFA), KW&SB.

For information please

KARACHI WATER & SEWERAGE BOARD

WATER & SANITATION, C.D.G.K.

HASSAN SQUARE, BEHIND CIVIC CENTRE, KARACHI.

DEPOSIT CHALLAN

To,

The Manager,
Habib Bank Ltd.,
Sindh Sectt: Branch,
Karachi.

NAME OF DEPARTMENT

BANK ACCOUNT NO. 25011-1

DATE

Name of Depositer.
M/s. Indusmen Corp.

Nature of Deposit.
"Earnest Money"

Party's Bank & Branch Name.
M.C.B. Shahrah-e-Faisal Br.

Cheque / Pay Order No.
① 003447665 ② 003447702

Choque/Pay Order Date
02/04/11 & 04-04-2011

DESCRIPTION	(For KW&SB PURPOSES ONLY) Head of Account	Amount
Deposit - Pay order on account of "Earnest Money"		
① P/O NO. 003447665 Dt. 02-04-2011	3522-00	75000/=
② P/O NO. 003447702 Dt. 04-04-2011	3522-00	15000/=
of M.C.B. Shahrah-e-Faisal Br. for the work of "Emergent repair of Leakages and maintenance of PRCC rising main Line NO.1 from Pump house to Forebay.		
	Grand Total Rs.	90,000/=

Amount (in words) Rupees Ninty thousand only.

LAL MUHAMMAD SAMOO
Executive Engineer
Sharo Division Civil
KW&SB

FOR BANK USE ONLY

Habib Bank Limited Sindh Secretariat Branch KARACHI

CLEARING
14 JUN 2011

Amount (In words) Rupees

Rs.

BANK OFFICIAL SIGNATURE WITH STAMP

KARACHI WATER & SEWERAGE BOARD

FINANCIAL CONCURRENCE ****S L I P

DIARY NO : 3935

DIARY DATE (IN) 08/06/2011

RUN/OUT DATE : 08/06/2011

NAME OF DEPARTMENT BULK WATER SUPPLY SERVICES
NAME OF DIVISION GHARO DIVISION (CIVIL)

NATURE OF EXPENDITURE : REPAIR & MAINTENANCE

ADMINISTRATIVE PERMISSION OF M.D DATE/NO : 08 06 2011/00000*

HEAD OF ACCOUNT	TOTAL BUDGET ALLOCATION	AMOUNT CONCURRED	NO.OF FILES CONCURRED IN THIS HEAD TO DATE	
607367	60,00,000	40,19,719	1	*

DETAILS OF WORKS : EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING GHARO

R E M A R K S :

DIRECTOR (ACCOUNTS) KWSB

P-NO-038

NOTE SHEET

(Page 5)

DIRECTOR ACCOUNTS 14762 Date 8/6/2011

Rs. 4019,790/=

SUBJECT: EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING MAIN LINE NO.1, FROM PUMP HOUSE TO FOREBAY.

32 With reference to the Para 29/N, the case has been reexamined and it is submitted that 15 Nos. leakages exists in PRCC Rising Main Line No.1, from Pump House Dhabeji to Forebay, out of these 15 numbers leakages 04 Nos. leakages are major and huge quantity of precious drinking water is wasting, flowing towards the beside the PRCC Rising Main Line No.1, which also effected the bed cushion of existing line and work is very essential nature to execute as early as possible.

33 The Chairman, KWSB is competent above 25 Lac cost of work, hence approval of Vice Chairman, KWSB may please be obtained.

M. [illegible] 27/05/11
Chief Engineer(B.T),
K.W.&S.B.

(34) The D.M.D(T.S), KWSB. Approval of Vice-Chairman may please be obtained as requested by the CE(BT) in Para 32 and 33/N.

28.5.2011
DMD(TS)

(35) The M(I) (Lawsks)

Para 27/N may kindly be approved

28/5/2011

Chairman

(36) Para N 35 has to seen approved

28/5/011

28/5

I.A.U-II Diary No. 3935 Date 8/6/2011

Mr. Tahir

(40) IAU-II (37) KWSB

As proposed

(38) DMD(TS)

28.5.2011
DMD (TS)

8/6/11 (39) Director Accounts

28/5

Para

NOTE SHEET

(-4-)

Rs. 40,19,790/-

SUB: **EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING MAIN LINE NO.1, FROM PUMP HOUSE TO FOREBAY**

27 The tender were called through press as per SPPRA Rules 2010 with the approval of worthy M.D, KW&SB as per Para-8/N, M/s.Indusmens Corporation quoted the cost of Rs.44,60,753.76 stood first lowest out of three bidders as per para-12 and 13/N. The Design office assessed the ultimate cost of Rs.40,19,790/- as per Para-19 to 22/N, the expenditure is chargeable to the H/A 6073-67 for the year 2010-11 as per para-3/N. Submitted for obtaining approval of ultimate cost i.e Rs.40,19,790/- as work out by Design in favour of M/s.Indusmens Corporation from M.D, KW&SB and also permission for execution of agreement on behalf of KW&SB from M.D, KW&SB, please.

Chief Engineer (BT&D)
KW&SB

The DMD (TS), KW&SB

28 The Than MD (KWSB) accorded approval for calling Tender through Press at Para 8/N, approval as requested by the CE (BT) at Para 27/N may please be obtained from Competent authority as the case is under Competency of Chairman KWSB as per KWSB's Act, 1996

29 The MD (KWSB)

Please re examine and put up for further action DMD (T/S) accordingly. and who is competent in this instant case

9.5.2011
DMD (TS)

26/4/2011

30 DMD

26.5.2011
DOM (TS)

31 CE (BT)

NOTE SHEET

(-3-)

CHIEF ENGINEER (B.T.&D.) Diary No. 205/ Date 25/4/11 K.W.&S.B.

Paras | Reference

Sub: Emergent Repair of leakages and maintenantee of R.C.C. Rising main Line No1 from pump house to Forbay.

19 An estimate amounting to Rs. 38,49,664/- was prepared by the concerned division on the basis of market rate and statistical bulletin rates vide letter No CE/IPD/KW&SB/2007/293 dated 23/1/07. As per set procedure/policy in this case estimate was not got checked by this office and exemption of checking of estimate from Design office vide para-3/N and administrative approval for calling tender through press was accorded by the then M.D (KW&SB) vide para-8/N1. Now estimate is checked arithmatically for Rs. 38,28,372/- Tender were opened on 5/4/2011. on items rate basis. EE. Concerned has authenticated all items/quantities taken in the estimate as per site requirement on obstract cost sheet.

20 Three contractors participated in the bid and lowest bidder M/s "Indusmens corp." quoted bid cost Rs. 44,60,753/76.

21 The bid cost quoted by lowest bidder is on higher side and as per prevailing policy the allowable amount has been assessed as Rs. 40,19,790/- i/c 05% (Five percent) premium for out station.

22 submitted for approval of the ultimate cost of work i.e Rs. 40,19,790/- (Rupees Fortee lacs nineteen thousand seven hundred & ninety) worked out on the basis of allowable market rates.

23 E.E. (W) I — Checked
24 S.E. (W) III — SAS-Eng. 18/4/11
25 Director (WSE) CE/IPD
26 CE (BTD)

18/4/11 — 19.4.11 CE — 25/04 — 20/4/2011

OUT WORD
Director (Design)
No. 4841
Date 27/4/2011

NOTE SHEET

(Page 25)

SUBJECT: EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING MAIN LINE NO.1, FROM PUMP HOUSE TO FOREBAY.

12 In compliance of Para 3/N, which was approved by the M.D., KWSB at Para 8/N, the tender were called through press and published in Daily Intikhab, Daily Awami Awaz, Daily Regional Times, The Nation, dated d16-03-2011, the following tender were received on the date of opening i.e. 05-04-2011, and opened by the High Power Tender Opening Committee in presence of Tenderers and their representative :-

Sr. No.	Name of Contractor	Quoted Amount
1.	M/s. Indusmens Corp.	Rs. 44,60,753/76
2.	M/s. Muhammad Siddique & Bros.	Rs. 46,44,417/73
3.	M/s. N. K. Builders	Rs. 45,89,941/15

13 M/s. Indusmens Corp. has quoted the rate amounting to Rs.44,60,753/76 stood first lowest.

14 The case may be sent to Dir(Design) for assessment of rate / cost through C.E(B.T), KWSB.

15 Submitted please.

Executive Engineer(GDC),
K.W.&.S.B.

The S.E(BWSC), KWSB.

16 For assessment of rate from Dir (Design)

7/4/011
SE (BWSC)

17 CE (B/T) Forwarded for assessment & Rate from Design Wing

CE (F.P.D)

8/4

18 Director Design

9/4/2011

Please Check & Report

CE. (B/T) Dir. (Design)

DIRECTOR (Design)
No. 4841
14/4/2011

ENGINEER (B.T.)
Diary No. 1523
Date 7/4/11

TERMS & CONDITIONS OF CONTRCT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions.

In the Contract as defined below, the words and expressions defined shall have the following means assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Employer's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Employer's drawings of the Works as listed in the Contract Data, and Variation to such drawings.

1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 "Party" means either the Employer or the Contractor.

Dates, Times and Periods.

1.17 "Commencement Data" means the date Fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.18 "Day" means a calendar day.

1.19 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Data.

Money and Payments.

1.1.10 "Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

LAL MUHAMMAD
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K W & S B

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to from part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer / Employer under Sub-Clause 10.1.

1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 **Priority of Documents.**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found is found in the documents, the priority of the documents shall be in accordance with the order as listed hereunder:-

1. Contract Agreement .
2. Letter of Intent.
3. Letter of Acceptance
4. Condition of Contract.

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1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications.**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations.**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the works.

2. **THE EMPLOYER**

2.1 **Provision of Site.**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's / Employer's Instructions.**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals.**

No approval or consent or absence of comment by the Engineer / Employer shall affect the Contractor's obligations.

3. **ENGINEER'S / EMPLOYER'S REPRESENTATIVES.**

3.1 **Authorized Person.**

The Employer shall appoint a duty authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

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3.2 **Engineer's / Employer's Representative.**

The name and address of Engineer's / Employer's Representative is given in Contract Data. However, the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. **THE CONTRACTOR.**

4.1 **General Obligations.**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, materials, Plant and Contractor's Equipment: shall may be required.

4.2 **Contractor's Representative.**

The Contractor shall appoint a representative a site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted / replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 **Subcontracting.**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 **Performance Security.**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security in the form of Bank Draft / Bank Guarantee from any Scheduled Bank of Pakistan for one year and validity specified in the Letter of Acceptance.

4.5 The Contractor shall provide performance Security to the Employer in the prescribed form. The said security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount not less than 10% of the Contract Price stated in the Letter of acceptance. Sur security shall be in the form of bank guarantee from any scheduled Bank of Pakistan and also acceptable to the Employer.

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4.6 **Water Charges.**

The water charges will be deducted @ 1% for construction purpose, 0.5% for drinking purpose and connection if desired by the contractor shall be deducted from his interim payments / bill.

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design.**

The Contractor shall carry out design to the extend specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer / Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all design commented on taking these comments into account as necessary.

5.2 **Responsibility for Design.**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any paten or copyright in respect of same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. **EMPLOYER'S RISKS.**

6.1 **The Employer's Risks.**

The Employer's Risks are:-

a). war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

b). rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

c). riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and / or the Works;

LAL MUHAMMAD SAMOO
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Gharo Division

d). ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contactors may be responsible for the use of any radio-active material;

e). Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

f). use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;

g). late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;

h). a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

i). physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Work

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion e.g. 30 Days.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer / Employer a programme for the Works in the form stated in the Contract Data.

DIRECTOR OF CONTRACT-NAWAZ & ANWAR
Al Ahmed

LAL MUHAMMAD
EXECUTIVE ENGINEER
Ghro

7.3 **Extension of Time.**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer / Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer / Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer / Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details / particulars supplied by the Contractor in connection with the such determination by the Employer / Engineer within such period as may be prescribed by the Employer / Engineer for the same; and the Employer shall extend the Time for Completion as determined.

7.4 **Late Completion.**

If the Contractor fails to complete the Works within the time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay Rs.2,000/= per day and maximum 10% of the Contract price or the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. **TAKING OVER.**

8.1 **Completion.**

The Contractor may notify the Engineer / Employer when he considers that the Works are complete.

8.1 **Taking-Over Notice:**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer / Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

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9. **REMEDYING DEFECTS**

9.1 **Remedying Defects.**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of works and which is so identified by the Employer / Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing.**

The Engineer / Employer may give instruction as to the uncovering and / or testing of any work. Unless as a result of an covering and / or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and / or testing as a Variation in accordance with Sub-Clause 10.7.

10. **VARIATIONS AND CLAIMS**

10.1 **Right to Vary.**

The Employer / Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer / Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer / Engineer in writing and if the same are not refuted / denied by the Employer / Engineer within seven (07) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

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Ghro Div GDC
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10.2 **Valuation of Variations.**

Variation shall be valued as follows:

a). at a lump sum price agreed between the Parties, or

b). where appropriate, at rates in the Contract, or

c). in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which.

d). at appropriate new rates, as may be agreed or which the Engineer / Employer considers appropriate, or

e). if the Engineer / Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and Materials, used.

10.3 **Early Warning.**

The Contractor shall notify the Engineer / Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer / Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced / rejected.

10.4 **Valuation of Claims.**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer / Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure.**

The Contractor shall submit to the Engineer / Employer an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer / Employer shall check and if possible, agree the value. In the absence of agreement, the Employer shall determine the value.

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11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments.**

Payment of the Contract Price shall be made as per provisions in the Contract Data. The Employer is liable to pay an additional amount equal to eight percent (8%) of the amount due to the Contractor is payment is delayed beyond the prescribed limit of twenty eight (28) days for interim payments and fifty six (56) days for the final payment.

(b) **Valuation of the Works.**

The Works shall be valued as provided for in the Contract Date, subject to Clause 10.

11.2 **Monthly Statements.**

The Contractor shall be entitled to be paid at monthly intervals:

a) the value of the Works executed; and

b) the percentage of the value Materials and Plant reasonable delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer / Employer a statement showing the amounts to which he considers himself entitle.

11.3 **Interim Payments.**

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding twenty (28) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention.**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Date, or the remedying of notified defects, or the completion of outstanding work.

LAL MUHAMMAD SAMOO
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Ghro Division No.
K W & S B

11.5 **Final Payment.**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

As soon as the funds will be release by Govt. of Sindh, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may for reasons to be given to the Contractor in writing withhold any part or parts of the verified amount.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. **DEFAULT**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer / Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may be a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (4) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may be a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

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LAL MUHAMMAD SAMOO
EXECUTIVE ENGINEER
Ghro Division
K W & S P

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the works.

12.4 **Payment upon Termination**

After termination, the Contractor shall entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

a). any sums to which the Contractor is entitled under Sub-Clause 10.4

b). any sums to which the Employer is entitled.

c). if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of termination, and

d). if the Contractor has terminated under Sub-Clause 12.2 or 12.3 the Contractor shall be entitled to the cost of demobilization together with a sum equivalent to ten percent (10%) of the value of the parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. **RISKS AND RESPONSIBILITIES**

13.1 **Contractor's Care of the Works.**

Subject to Sub-Clause 9.1, the Contractors shall take full responsibility for the Employer's / Engineer's issuance of Certificate of Completion under Sub-Clause 8.2 Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss damage and expense arising out of the Works.

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13.2 **Force Majeure.**

If Force Majeure occurs, the Contractor shall notify the Engineer / Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant [illegible] by the following:

a) any sums to which the Contractor is entitled Sub-Clause 10.4,

b) the cost of his demobilization, and

c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice termination.

14. **CONTRACTOR ALL RISK POLICY.**

14.1 **Arrangements.**

The Contractor shall, prior to commencing the Works, effect insurance of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer / Employer with evidence that any required policy is in force and that the premiums have been paid. The case of al insurance shall be become by the contractor and no separate payment shall be made in this regard.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cove relevant to such as default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from [illegible] Contractor.

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K W & S

15. **RESOLUTION OF DISPUTES.**

15.1 **Engineer's Decision.**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in a arbitral award.

15.2 **Notice of Dissatisfaction.**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen 914) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No.X of 1940) and Rules made thereunder and any statutory modification thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

LAL MUHAMMAD SAM
EXECUTIVE ENGINEER
Ghro Division (C
K W

16. **INTEGRITY PACT.**

16.1 If the Contractor, or any of his Sub-Contractors, agent or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-B to his Bid, then the Employer shall be entitled to:

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractor, agents or servants;

(b) terminate the Contract, and

(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

Contractor

LAL MUHAMMAD SAMOO
EXECUTIVE ENGINEER
Ghro Division
K.W.S.B.

KARACHI WATER & SEWERAGE BOARD

FINANCE DEPARTMENT

RECEIPT

Receipt No.: 15

Book No.: 703

Date: 2-4-2011

Received Pay Order No.: 1037382 Dated: 2-4-11

of MCB Bank Shahrah-e-Faisal Branch

for Rs. 2000/= (Rupees) Two thousand only

in favour of KW&SB from M/s.: Indusmens Corporation

on account of cost of quotation / tender documents for the work of Emergent repair of leakages and maintanance of PRV rising main line no. 1 from pump house to forebay.

M. AZEEM KHAN
TENDER CLERK
Revenue Accounts Section
Finance Department K. W. & S. B.

Sign & Stamp

ISSUED TO M/S. Indus mens Corporation
R. NO. 15 DT: 2.4-2011.

OFFICE OF THE EXECUTIVE ENGINEER
GHARO DIVISION CIVIL

KHAN
TENDER CLERK
Revenue Accounts Section
Finance Department K. W. & S. B

Issuing Authority, KW&SB

Estimate Cost: **Offer Rate Basis** Tender Cost: **Rs.2,000/-**

Place of Opening: Office of the Chief Engineer (B.T), KW&SB at 9th Mile Block-B, Shahra-e-Faisal, Karsaz, Karachi

Date of Opening: 05-04-2011 at 2.00 P.M

Name of Work: EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING MAIN LINE NO.1, FROM PUMP HOUSE TO FOREBAY"

Item No	Description	Quantity	Rate	Unit	Amount
1	Lowering of M.S gate in the existing channel in front of leakage Rising Main Line No.1 at Forebay for plugging as such to not enter back flow water in the leakage line and taking out after completion of job etc. complete as per direction of Engineer Incharge	1 Job	60000/-	Per Job	60000.00
2	Sealing and caulking the M.S gate with jute rope, jute bags with sand, wooden pegs wadges as required to plug the water as such to not enter back flow water in the bursted line and continuous watch over till the completionof work etc. complete as per direction of Engineer Incharge	1 Job	15470/-	Per Job	15470.00
3 (a)	Excavation in ~~all kinds~~ wet soil of soil, morrum, hard, average or soft i/c lift 5-0' ft.	61190.00 Cft	628/-	%Cft	384273.20
(b)	Extra lift for 3-0 ft. i.e 5-0 ft. to 8-0 ft.	29134.91 Cft	700/-	%Cft	203944.37
(c.)	Extra lift for 3-0 ft. i.e 8-0 ft. to 11-0 ft.	12153.70 Cft	753/-	%Cft	91760.44
(d)	Extra lift for 3-0 ft. i.e 11-0 ft. to 14-0 ft.	16395.02 Cft	820/-	%Cft	134439.16
(e)	Extra lift for 3-0 ft. i.e 14-0 ft. to 17-0 ft.	6002.00 Cft	880/-	%Cft	52817.60
4 (a)	Excavation in hard rock by hammering & chiseling and jumper work i/c sorting & stacking the excavated stuff in proper stack within a lead of one chain and lift upto 5'-0'.	0.00 Cft		%Cft	—
(b)	Extra Lift for 3-0 ft i.e 5-0 ft to 8-0 ft	0.00 Cft		%Cft	—
(c)	Extra Lift for 3-0 ft i.e 8-0 ft to 11-0 ft	0.00 Cft		%Cft	—
(d)	Extra Lift for 3-0 ft i.e 11-0 ft to 14-0 ft	0.00 Cft		%Cft	—
(e)	Extra Lift for 3-0 ft i.e 14-0 ft to 17-0 ft	8167.00 Cft	3320/-	%Cft	~~271144.40~~ 271144.40
5	Full hire charges pumping set / day inclusive of wages of driver, assistant or electric energy plate for required for placing pump set at lower depth with suction and delivery pipes for pumping out water found at various depth from trenches i/c the cost of errection and dismantling after completion of the job. Hire charges of pumping set of upto 10 HP (but not less then 5 HP) pumping out water from 15 feet depth trench.	540 Shifts	1260/-	P/Shift	680400.00

INDUSMENS CORPORATION Karachi

روزنامہ انتخاب کراچی
Daily INTEKHAB Karachi
16/مارچ 2011ء

کراچی واٹر اینڈ سیوریج بورڈ

نوٹس طلبی ٹینڈر

(آئٹم ریٹ کی بنیاد پر)

درج ذیل کاموں کے لئے SPPRA رولز 2010 کے تحت سربمہر ٹینڈر مطلوب ہیں۔

(1) کام کا نام	ایمرجنسی گرانٹ ریپیئر آف لیکج اینڈ سینٹی ٹیشن آف پی آر سی سی رائزنگ مین لائن نمبر 1 بمقام پمپ ہاؤس ناظم آباد
(2) ٹھیکیدار کی اہلیت	حصہ لینے والی فرمز جو کہ کرنٹ سال 2009-2010 کیٹگری C-6 میں پی ای سی اسپیشلائزیشن مطلوبہ فیلڈ (CE-09) میں رجسٹرڈ ہو مطلوبہ ٹینڈر میں حصہ لے سکتی ہے۔
(3) ٹینڈر خریدے جاسکتے ہیں	دفتر اکاؤنٹس آفیسر (ریونیو) بمقام سوک سینٹر ایکسی بلڈنگ اور سی ای (پی ٹی اینڈ ڈی) آفس بمقام بلاک نمبر 9th B فیصل شاہراہ فیصل کارساز کراچی
(4) زرضمانت	2 فیصد درج شدہ رقم کا بشکل پے آرڈر/ بینک ڈرافٹ بنام کراچی واٹر اینڈ سیوریج بورڈ
(5) ٹینڈر فیس	مبلغ -/2000 روپے (ناقابل واپسی) ہر ایک کے لئے بشکل پے آرڈر بنام کے ڈبلیو اینڈ ایس بی
(6) سورس آف فنڈنگ	کراچی واٹر اینڈ سیوریج بورڈ
(7) تاریخ اجراء	اشاعت کے روز تا 2-4-2011
(8) ٹینڈر وصولی اور کھلنے کی تاریخ	5-4-2011 بوقت 2:00 بجے تک 5-4-2011 بوقت 2:30 بجے تک
(9) ٹینڈر کھلنے کا مقام	دفتر آف چیف انجینئر (پی ٹی اینڈ ڈی) ہائی پاور ٹینڈر اوپننگ کمیٹی کے روبرو اور مجاز نمائندوں کے سامنے ٹینڈر کھولے جائیں گے
(10) Purpose/ اسکوپ آف ورک	سینٹی ٹیشن آف بڑی مقدار میں precious پینے کا پانی اور smooth واٹر سپلائی آف سٹی آف کراچی

نوٹ

(1) ٹینڈر SPPRA اتھارٹی کی ویب سائٹ کے ساتھ ساتھ سی ڈی جی کے کی ویب سائٹ www.karachicity.gov.pk اور www.spprasindh.gov.pk پر بھی دیکھے جاسکتے ہیں۔

(2) ٹینڈر ان ٹھیکیداروں کو جاری کئے جائیں گے جو لیکج کی مرمت اور رائزنگ مین "24" ڈایا تا "84" ڈایا کا تین سالہ تجربہ رکھتے ہوں گے۔

(3) 75 ہزار روپے کا پے آرڈر درخواست کے ساتھ زرضمانت کے طور پر ٹینڈر دستاویزات جاری کرانے سے پہلے درخواست کے ساتھ منسلک کرانا ہوگا۔ باقی ماندہ دو فیصد درج شدہ رقم کا ٹینڈر دستاویزات کے ساتھ 75 ہزار روپے منہا کرکے دینا ہوگا۔

(4) پروکیورمنٹ ایجنسی یہ حق محفوظ رکھتی ہے کہ وہ وجہ بتائے بغیر کسی ایک یا تمام ٹینڈر کو ایس پی پی آر اے رولز کے تحت قبول/ مسترد کرسکتی ہے

(5) ٹینڈر کھلنے کی تاریخ پر کوئی ٹینڈر جاری نہیں کیا جائے گا۔

بلوں کی ادائیگی، معلومات اور شکایات کے لئے ملاحظہ کریں
www.kwsb.gos.pk

CDGK/ADVT/KW&SB-711/11

Attested
MUHAMMAD SAMOO
Executive Engineer
Cantro Investigation Civil
KW & SB

روزاني عوامي آواز (7) اربع 16 مارچ 2011ء

کراچی واٹر اینڈ سیوریج بورڈ

ٹینڈر گھرائڻ جو نوٹيس (آئٽم ريٽ جي بنياد تي)

هيٺ جاڻايل ڪم لاءِ ايس پي پي آر اي رولز 2010 جي تحت مهربند ٽينڈر گهرائجن ٿا.

01	ڪم جو نالو:	پمپ هائوس ڪاز فلوڊ ٽائيم پي آر سي پي رائيزنگ مين لائين نمبر - 1 جي ليڪيجز جي هنگامي بنيادن تي مرمت ۽ سنڀال
02	ٺيڪيدارن جي اهليت:	آفيسر ڪانٽريڪٽنگ فرمز هيڪٽي جاري سال 2010_2009 لاءِ سي 6 ڪيٽيگري پي اي سي وٽ لاڳاپيل اسپيشلائيزيشن فيلڊ يعني سي-اي-09 ۾ رجسٽرڊ ٿيل ٽينڈر ۾ حصو وٺڻ جا اهل آهن
03	ٽينڈر خريد ڪري سگهجن ٿا:	دفتر اڪائونٽس آفيسر (ريونيو) سوڪ سينٽر ايڪسي بلڊنگ ۽ سي اي (پي ٽي اينڊ ڊي) آفس بلاڪ نمبر 9th B فيصل شاهراهه فيصل ڪارساز ڪراچي
04	بيانو:	بڊ ٽائيل مالڪ جو 2 سيڪڙو ڪراچي واٽر اينڊ سيوريج بورڊ جي حق ۾ پي آرڊر/ بينڪ ڊرافٽ جي صورت ۾
05	ٽينڊر فيس	(2000) روپا ناقابل واپسي پي آرڊر جي صورت ۾ ڪراچي واٽر اينڊ سيوريج بورڊ جي حق ۾
06	فنڊنگ جو ذريعو:	ڪي ڊبليو اينڊ ايس بي
07	جاري ڪرڻ جي تاريخ	اشاعت ڏينهن واري تاريخ کان وٺي 2-4-2011
08	ٽينڊرن جي وصولي جي تاريخ:	2011_04_05 تي 2:00 ڪلاڪ ۽ 2011_04_05 تي 2:30 ڪلاڪ
09	کلڻ جو هنڌ:	ٽينڊر دفتر چيف انجينئر (پي ٽي اينڊ ڊي) هائي پاور ٽينڊر اوپننگ ڪميٽي ٽينڊرن يا انهن جي مجاز نمائندن جي روبرو کولڻا ويندا
10	مقصد/ اسڪوپ آف ورڪ	ڪراچي شهر ۾ پيئڻ جي پاڻي جي وڏي مقدار ۾ زيادتي کان بچڻ ۽ بهتر پاڻي جي فراهمي

نوٽ:

(1) ٽينڊر ايس پي پي آر اي اٿارٽي جي ويب سائيٽ www.spprasindh.gov.pk ۽ سي ڊي جي ڪي جي ويب سائيٽ: www.karachicity.gov.pk تي ڏسي سگهجي ٿو

(2) ٽينڊر اهڙن ٺيڪيدارن کي جاري ڪيا ويندا. جيڪي گذريل ٽن سالن دوران رائيزنگ مين 24 انچ قطر کان 84 انچ قطر جي ليڪيجز جي مرمت جو تجربو رکندڙ هوندا

(3) درخواست سان گڏ 75000 روپين جو پي آرڈر بطور سوٽي رقم درخواست سان گڏ منسلڪ ڪيو وڃي. جيڪا ٽينڊر دستاويز جاري ڪرڻ وقت پيش ڪرڻي آهي ۽ بقايا ٽينڊر دستاويزن سان گڏ 75000 روپيا ڪٽ ڪري کان پوءِ ڄاڻايل مالڪ جو 2 سيڪڙو مسلڪ هجي

(4) پروڪيورمينٽ ايجنسي ايس پي پي آر اي رولز 2010 جي تحت ڪنهن هڪ يا سڀني ٽينڊرز کي رد يا قبول ڪرڻ جو اختيار رکي ٿي

(5) ٽينڊر کلڻ واري تاريخ تي ڪو به ٽينڊر جاري نه ڪيو ويندو

بلن جي ادائيگي، معلومات اور شڪايت جي لاءِ ملاحظه ڪريو
www.kwsb.gos.pk

CDGK/ADVT/KW&SB-711/11 KWSB D.P.R. 2011/29

Karachi Water & Sewerage Board

Office of the Executive Engineer
Gharo Division Civil

Dated : 9/8/2011

NO: E.E/GDC/KWSB/2011/48

BID EVALUATION REPORT

1.	Name of Procuring Agency :	Karachi Water & Sewerage Board
2.	**Tender Reference No.**	P.A.C.E(B.T&D)/KW&SB/2011/04, DT.08-01-2011.
3.	**Tender Description / Name of work :**	**EMERGENT REPAIR OF LEAKAGES AND MAINTENANCE OF PRCC RISING MAIN LINE NO.1, FROM PUMP HOUSE TO FOREBAY.**
4	**Estimated Cost :**	Rs.38,49,664/-
5	**Method of Procurement :**	Single Stage – One Envelope Procedure.
6	**Tender Published :**	Through daily leading newspapers viz. Urdu, English, Sindhi and Website SPPRA **I.D No.3510/2011**
7	**Total Bids Documents sold :**	03 Nos.
8	**Total Bids Received :**	03 Nos.
9	**Bid (s) rejected :**	Nil.
10	**Bid Opening Date :**	05-042011

S. No.	Name of Firm / Bidder	Cost offered by the Bidder	Ranking in terms of Cost	Comparison with Estimated Cost	Reason Acceptance / Rejection	Remarks
1.	**M/s. Indusmens Corp.**	**44,60,753/76**	1st Lowest	15.87% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Responsive Bid
2.	M/s. N.K. Builders	45,89,941/15	2nd Lowest	19.22% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Responsive Bid
3.	M/s. Muhammad Siddique & Bros.	46,44,417/73	3rd Lowest	20.64% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Responsive Bid

All concerned bidders is being informed accordingly.

M/s. Indusmens Corp. was declared as the lowest responsive bidders.

LAL MUHAMMAD SAMOO
Executive Engineer
Gharo Division Civil
K W & S B

Executive Engineer
(GDD), KW&SB

Budget Officer
KW&SB

BUDGET OFFICER

Superintending Engineer
(BW&SC), KW&SB

SAEED KHAN
Superintending Engineer
Bulk Transmission Circle
KW & SB

Chief Engineer
(B.T), KW&SB

CHIEF ENGINEER
(Bulk Transmission Wing)
Karachi Water & Sew. Board

Director (CB) SPPRA, GOS

With a request to upload/host to the Website of SPPRA Authority.

Copy to:-

1. The All concerned.

Karachi Water & Sewerage Board

Office of the Executive Engineer
Gharo Division Civil

NO: E.E/GDC/KWSB/2011/ 498 Dated : 9/6/ 2011

BID EVALUATION REPORT

1.	Name of Procuring Agency :	Karachi Water & Sewerage Board
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10	**Bid Opening Date :**	05-042011

S. No.	Name of Firm / Bidder	Cost offered by the Bidder	Ranking in terms of Cost	Comparison with Estimated Cost	Reason Acceptance / Rejection	Remarks
1.	**M/s. Indusmens Corp.**	**44,60,753/76**	1st Lowest	15.87% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Recommended for award of work.
2.	M/s. N.K. Builders	45,89,941/15	2nd Lowest	19.22% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Non Responsive
3.	M/s. Muhammad Siddique & Bros.	46,44,417/73	3rd Lowest	20.64% above the Estimated Cost	Qualified as per minimum qualification eligibility criteria.	Non Responsive

All concerned bidders is being informed accordingly.

M/s. Indusmens Corp. was declared as the lowest responsive bidder.

Executive Engineer.
Gharo Division Civil,
K. W. & S. B.

Director (CB) SPPRA, GOS
With a request to upload/host to the Website of SPPRA Authority.

Copy to:-

1. The D.M.D. (T/S), KW&SB
2. The Chief Engineer(B.T), KW&SB.
3. The S.E.(BWSC), KW&SB.

For information please