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. PD, Government Project Department, GOS						
2).	PROVINCIAL GOVT./LOCAL GOVT./OTI	HER _ <u>Provincial ADP # 1905, 2017-18</u>					
3).	TITLE OF CONTRACT	CONSTRUCTION OF FLYOVER AT TIPU SULTAN INGTERSECTION ALONG SHAHEED-E-MILLAT ROAD.					
4).	TENDER NUMBER	PD/LGP/GOS/151/2017					
5).	BRIEF DESCRIPTION OF CONTRACT	Presently, traffic congestion is a major problem for this extensively busy shopping area. Moreover, the pavement condition is extremely bad, with several patches, potholes and many other pavement distresses. The severity is further aggravated with settlement of sewerage and other underground utilities trenches. These results in long waiting ques of traffic, making the whole area heavily congested. With the completion of this project, the whole area and its surrounding will be transformed in a smooth flow area, in terms of traffic flow, as there would be no traffic jams and it would provide the vehicular traffic with ease of mind, and it would go a long way in saving their time and energy.					
6).	FORUM THAT APPROVED THE SCHEM	E <u>PDWP</u>					
7).	TENDER ESTIMATED VALUE	Rs. 1500.00 Million					
8).	ENGINEER'S ESTIMATE (For Civil Works only)	Rs. 1500.00 Million					
9).	ESTIMATED COMPLETION PERIOD (AS	S PER CONTRACT)150Days					
10).	TENDER OPENED ON (DATE & TIME)	10-08-2017(Prequalification Documents) 05-12-2017 (Financial Opening at 2.30 PM)					
11).	NUMBER OF TENDER DOCUMENTS SO (Attach list of buyers)	OLD <u>08 Nos.</u>					
12).	NUMBER OF BIDS RECEIVED	Four (04 Nos)					
13).	NUMBER OF BIDDERS PRESENT AT TH	HE TIME OF OPENING OF BIDS Four (04 Nos)					
14).	BID EVALUATION REPORT	<u>Attached</u>					

13).	NAME AND ADDRES.	S OF THE SOCCESSFOR BIDD	Business Avenue Shahrah-e-Faisal Karachi.
15).	DATE OF CONTRACT (Attach a copy of agreer		06-01-2018
17).	CONTRACT AWARD	PRICE	Rs.51,51,80,562/-
18).		SSFUL BIDDER IN EVALUAT JATION BID) <u>1st Lowest M</u>	ION REPORT 1/s Sachal Engineering Works Pvt. Ltd.
19).	METHOD OF PROCUI	REMENT USED:- (TICK ONE)	
	a). SINGLE STA	AGE – ONE ENVELOPE PROCE	EDURE
	b). SINGLE STA	AGE – TWO ENVELOPE PROC	EDURE
	c). 🔲 TWO STAGE	E BIDDING PROCEDURE	
	d). 🔲 TWO STAGE	E – TWO ENVELOPE BIDDING	PROCEDURE
	e). 🔲 IN CASE OF		(Prequalification Method)
		(ii) QCBS	
		(i) QBC	
		(ii) CQS	
	L		PROCUREMENT WAS ADOPTED i.e. TIATION ETC. WITH BRIEF REASONS:
20).	APPROVING AUTHO	RITY FOR AWARD OF CONT	RACT
21).	WHETHER THE PROC	CUREMENT WAS INCLUDED	IN ANNUAL PROCUREMENT PLAN?
22).	ADVERTISEMENT:		Yes No 🗸
	i). SPPRA Website (If yes, give date	and SPPRA's tender number)	Yes ✓ No ID Sr. # 33940
	ii). News Papers (If yes, give name	es of newspapers and dates)	Yes & Daily Hilal-e-Pakistan date 22-07-2017 etc
23),	NATURE OF CONTRA	ACT	Local 🗸 Int.

	WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)	Yes V No
25).	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)	Yes ✓ No
26).	WHETHER APPROVAL OF COMPETENT AUTHORITY OF METHOD OTHER THAN OPEN COMPETITIVE BIDDING	
27).	WAS BID SECURITY OBTAINED FROM ALL THE BIDD	Yes V No
28).	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BID / BEST EVAULATED BID (in case of consultancies)	Yes V No
29).	WHETHER THE SUCCESSFUL BIDDER WAS TECHNIC.	
		Yes ✓ No
30).	WHETHER INTEGRITY PACT WAS SIGNED? (If yes, enclose a copy)	Yes V No
31).	WHETHER NAMES OF THE BIDDERS AND THEIR QUOTHE TIME OF OPENING OF BIDS?	Yes ✓ No
32).	WHETHER COPY OF EVALUATION REPORT GIVEN TO (Attach copy of the bid evaluation report)	O ALL BIDDERS? Yes ✓ No
33).	WAS ANY NEGOTIATION DONE IN VIOLATION OF PRAPPLICABLE RULES (If yes, give reasons)	Yes No ✓
34).	ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes ✓ CRC did not agree No
35).	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN T (If yes, give details)	Yes
36).	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes N. A. No

24). WHETHER QUALIFICATION CRITERIA

37).	DEVIATION FROM QUALIFICATION CRITERIA	Yes					
	(If yes, give details)		V				
38).	WAS IT ASSURED BY THE PROCURING AGENCY THAT BLACK LISTED?	T THE S	ELECT Yes	ED F	IRM IS	NOT	7
39).	WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE PREDE ASCERTAINED REGARDING FINANCING OF VISIT,	ROCURE	DCURII MENT		GENCY		
	(If yes, enclose a copy)		Yes		No	V	
40).	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZ THE CONTRACT (BANK GUARANTEE ETC)?	ZATION	ADVA Yes		No No	ENT I	N - -
41).	SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)		Yes		No	✓	
Sis	anature & Official Stamp of						
Au	thorized Officer						
<u>FC</u>	OR OFFICE USE ONLY						

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



EXECUTIVE ENGINEER LOCAL GOVERNMENT DEPARTMENT GOVERNMENT OF SINDH

No. EE/LGD/GOS/ 53 /2018

Dated: 6-2-20/8

To,
M/s Sachal Engineering Works (Pvt.) Ltd.,
Business Avenue, Shahrah-e-Faisal,
Karachi.

WORK ORDER

Subject:- CONSTRUCTION OF FLYOVER AT TIPU SULTAN INTERSECTION ALONG SHAHEED-E-MILLAT ROAD. (Provincial ADP # 1905, 2017-18)

The competent authority has been pleased to award you the contract for the above mentioned work amounting to Rs.51,51,80,562/- (Rupees Fifty One Crore Fifty One Lac Eighty Thousand Five Hundred & Sixty Two only) after calculation. You may therefore contact the Project Manager (Concerned) for obtaining necessary information and instructions.

Please note that work should be carried out strictly in accordance with the specification, design & drawings, terms & conditions as per the contract agreement executed between M/s Sachal Engineering Works (Pvt.) Ltd. and Project Director, Local Government Project Department, Government of Sindh. The time of completion of work specified in the contract agreement is 150 Days, which shall commence from the date of start which will be within 14 days time from the receipt of this work order.

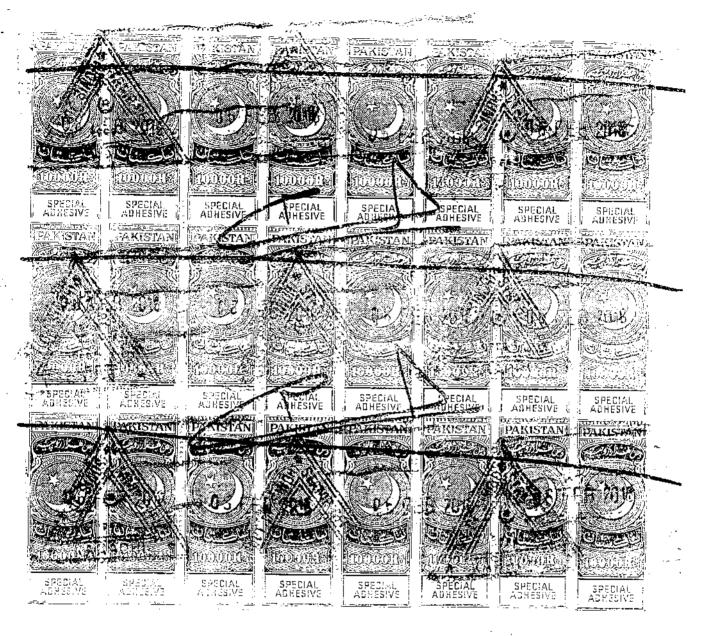
In case of failure to complete the work within the specified time, penalty shall be imposed @ Rs.3,000/- per day. In case you failed to commence the work within Fourteen days after the receipt of work order, action under the relevant clause of the contract agreement shall be initiated against you.

Executive Engineer
Local Government Department,
Government of Sindh

Copy to:-

- 1. Project Director (Local Govt. Deptt), GOS
- 2. Project Manager(Concerned), GOS.
- 3. Office Copy/ Master File.

con Asposid



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Stamp Value Rs. 18,03,200/2

CONTRACT AGREEMENT

Project:

CONSTRUCTION OF FLYOVER AT TIPU SULTAN INTERSECTION ALONG SHAHEED-E-MILLAT ROAD. (Provincial ADP # 1905, 2017-18)

-Cost

Rs.51,51,80,562/- (Rupees Fifty One Crore Fifty One Lac Eighty Thousand Five Hundred & Sixty Two only).

Completion Time: 150 Days

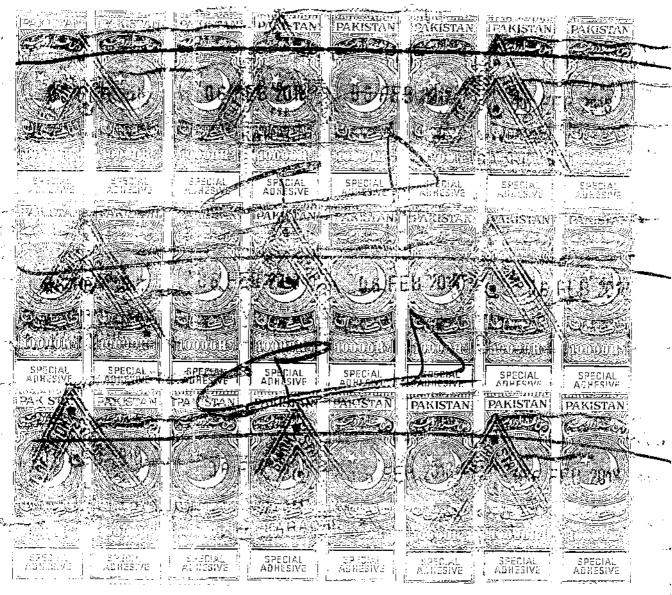
Penalty Rs.3000/- P. Day



Covered to

An Agreement made this _______ day of Jantany 2018 between the Project Director, Local Government Project Department, Government of Sindh through its Chief Engineer (Local Government Project Department), Government of Sindh

2/2/2018



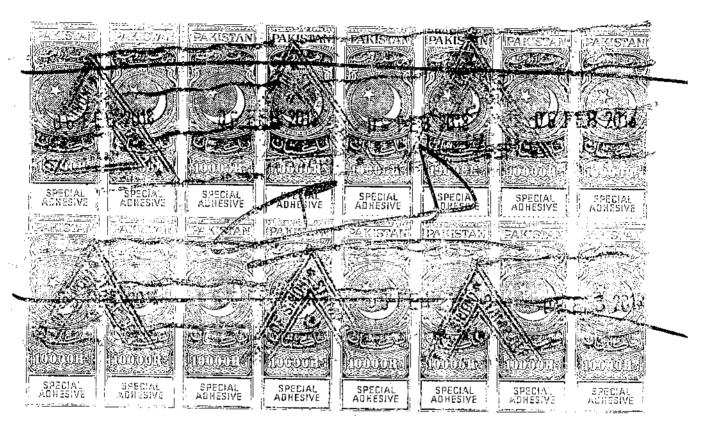
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hereinafter called the "PD, Local Government Department", (which expression shall mean and include his successors) of the One part and M/s Sachal Engineering Works (Pvt.) Ltd., Office # 507 Business Avenue, Shahrah-e-Faisal, Karachi through their Manager Projects Mr. J.K. DAWANI hereinafter called the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignces) of the other Part.

Whereas the PD, Jocal Government Department, GOS has accepted the tender of the Contractor dated 05-12-2017 Rs.51,51,80,562/- (Rupees Fifty One Crore Fifty One Lac Eighty Thousand Five Hundred & Sixty Two only) for construction and completion of the work namely CONSERUCTION OF FLYOVER AT TIPU SULTAN INTERSECTION ALONG SHAREED E-MILLAT ROAD at a Cost of Rs.51,51,80,562/- (Rupees Fifty

One Crore Fifty One Lac Eighty Thousand Five Hundred & Sixty Two only) within a period of 150 Days and Penalty Rs.3000/- Per day according to the specification and general





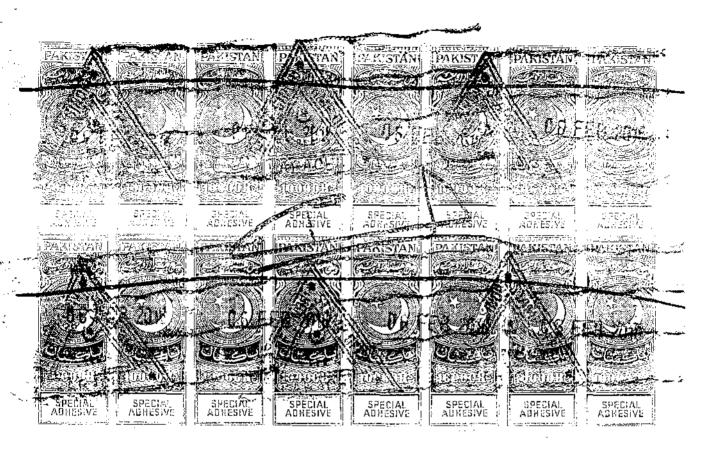
conditions of the contract signed by the Contractor after having made himself fully acquainted with their meaning.

AND WHEREAS the Contractor has already deposited with the PD, Local Government Department, GOS a sum of Rs.1,45,49,171 (Rupees One Crore Forty Five Lac Forty Nine Thousand One Hundred & Seventy One only) Vide Pay Order No. _______ / Bank Guarantee BG/BOP/GAP/023/17/1537/LG/TC Dated 04-12-2017 from Silk Bank Itd Trade Processing Centre-14 Egertor Road Lahore on account of 2% Bird Rectify to the said contract.

> AND WHEREAS the Contractor has also deposited a Pay Order No. _____ dated ____ / Bank Guarantee No.014LOG1180260502 dated 26-01-2018 from Punjab, Gul-e-Iqra Plaza Branch, Rawalpindi for an amount of Rs.2,57,59,029/- (Rupees Two Crore Fifty Seven Lac Fifty Nine Thousand & Twenty Nine only) as performance security equal to







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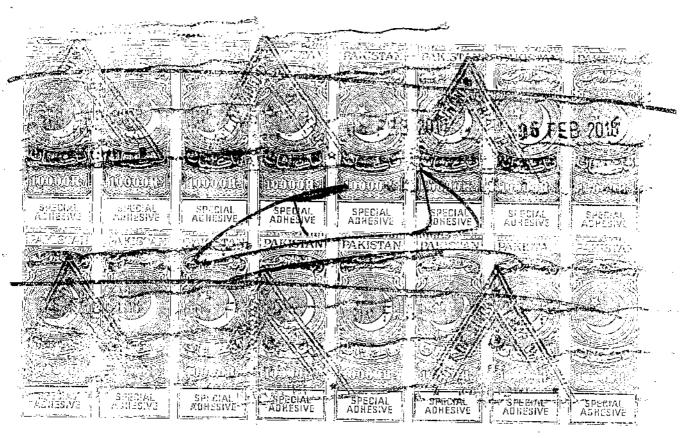
5% of the contract value in place of above referred Pay Order of 2% Bid Security for due performance of the contract in order to make the Performance Security equal to 10% of the contract value, the remaining 5% will be deducted from running bills as Retention Money. The claim for refund of Performance Security and Retention Money can be lodged according to the terms & conditions of the contract.

37.

AND WHEREAS the Contractor (if required under the contract) shall also furnish a Performance Bond in sliape of Bank Guarantee from a scheduled bank for the amount equal to 5% of the contract value which shall be released after completion of the work and after issuance of necessary certificate by the Engineer in charge.



AND WHEREAS the Contractor has given a lien to the PD, Local Government Department, GOS over the Security and Performance Bond for due fulfillment of the contract and does hereby bind himself, his heirs, successors legal representative and



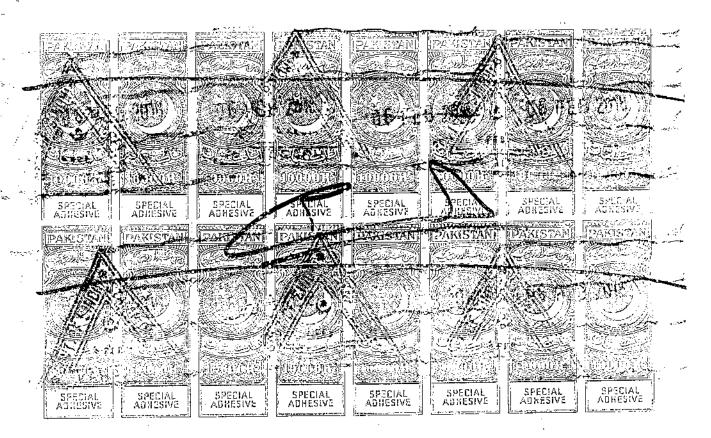
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assignee to pay to the PD, Local Government Department, GOS, penalty through forfeiture of the said Security and the Performance Bond in case of breach of any condition of the contract without prejudice to the right of PD, Local Government Department, GOS to recover the damages from the Contractor for any such breach as per condition of the contract.

AND WHEREAS the following documents shall be deemed to from and be read and construed as part of this Agreement.

- I. Notice inviting tenders.
- II. Tender documents marked 1/4 and dated 05-12-2017 including terms and conditions, BOQ, specifications and drawings.



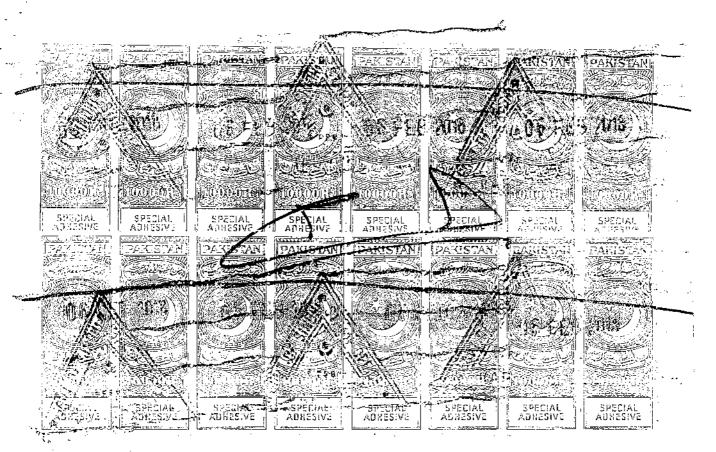


- III. Work schedule.
- IV. Payment schedule
- Security and Performance Bond.
- VI. All correspondence in respect of the contract and the work.

AND WHERE & Consideration of the payments to be made by the PD, Local Government/Department, GOS to the Contractor as hereinafter mentioned the Contractor hereby covenants with the PD, Local Government Department, GOS to execute and complete the work and remedy the defects therein in all respect in conformity with the provision of the contract.





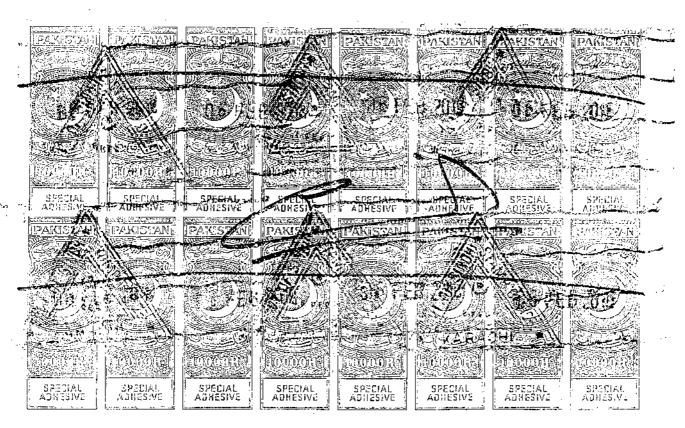


AND WHEREAS the PD, Local Government Department, GOS hereby covenants to pay to the Contractor in consideration of execution and completion of the work and remedy of defects therein, contract price of such other sum as may become payable under provision of the contract.

according to specification and to pay to the PD, Local Government Department, GOS, compensation for delay as per relevant clause of the conditions of contracts in case he does not perform under this contract and fails to complete the work within the specified time.

Sincering Done

AND WHEREAS the Contractor has agreed to abide by the following conditions also:



(i) The Contractor will engage a qualified Engineer of relevant field for proper supervision and execution of work. In case, the Contractor fails to do so, the PD, Local Government Department, GOS will hire an Engineer on behalf of the Contractor and the emoluments of the Engineer will be deducted from the bills of the Contractor.

(ii) The Contractor will submit work methodology and activity plan before the start of work but not later than 7 days after issuance of Work Order.

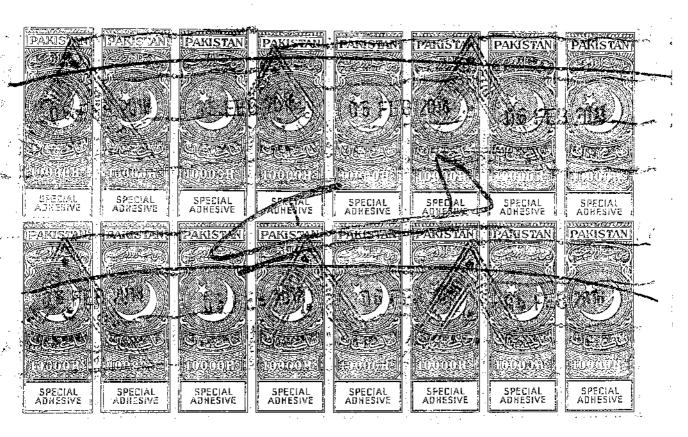
(iii) Aggregate Base Course during road construction will be laid by Graders

(iv) The Contractor will ensure availability of machinery and equipment and would also ensure their roper use on the work. In case of default, the PD, Local Government Department, GOS will be at liberty to hire plant





CHNO 215 2/2/2018



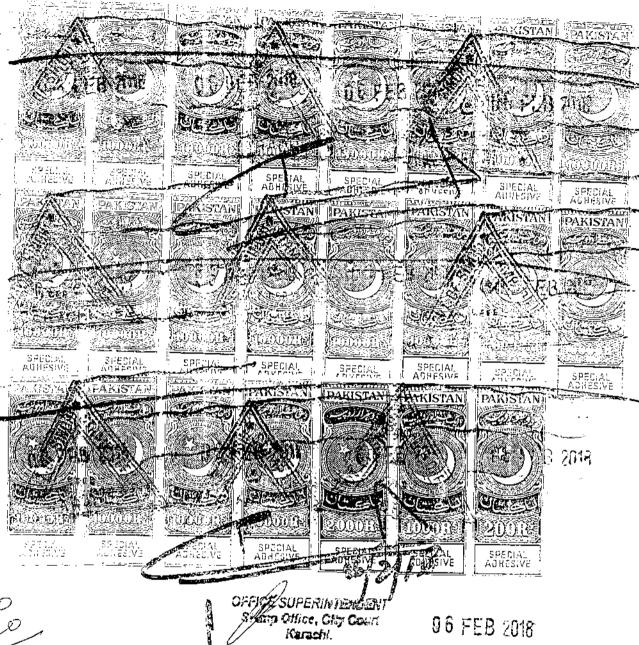
149

and machinery on its own and the charges will be recovered from the bills of the contractor.

(v) The work on road/bridges/flyovers will be carried out by the contractor round the clock in order to reduce the time of completion for the public convenience. The electricity charges and other expenditure involved during execution of work will be paid by the contractor.

(vi) In case of non-completion of the work within the stipulated time or if the contractor is found delaying the work deliberately he will be penalized / PAROX the Engineer –in- Charge strictly in accordance with the Penalty / compensation clause of the contract.





AND WHEREAS in case of any disagreement / dispute on technical matters and those relating to execution of project the decision of the PD, Local Government Department, GOS, will be final conclusive and binding on the Contractor.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the PD, Local Government Department, GOS and the Contractor shall respectively and well truly carry out and fulfill the contract and abide by all terms and conditions and specifications thereof.

IN WITNESS WHEREOF the said parties have set their respective hands 06th day of John 12018.

PROJECT DIRECTOR Government of Sindh

Mot No 15- - Block of MICHS KANGER 2. M/3 Nisag A. Bolling HAR 1314 Sept 8-6 Braung JA, V

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CONTRACTORS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION

Contract No.

Dated:

Contract Value: Rs.51,51,80,562/- (Rupees Fifty One Crore Fifty One Lac Eighty

Thousand Five Hundred & Sixty Two only).

Contract Title: CONSTRUCTION OF FLYOVER AT TIPU SULTAN INTERSECTION ALONG SHAHEED-E-MILLAT ROAD.

Provincial ADP # 1905, 2017-18)

M/s Sachal Engineering Works (Pvt) Ltd. hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or Government of Sindh (GOS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP/GOS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP/GOS, except that which has been expressly declared pursuant hereto.

M/s Sachal Engineering Works (Pvt) Ltd. certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP/GOS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Sachal Engineering Works (Pvt) Ltd. accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP/GOS under any law, contract or other instrument, be voidable at the option of GOP/GOS.

Conto	١.			•					٠.	ľ	'age.	2		
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Notwithstanding any rights and remedies exercised by GOP/GOS in this regard, M/s Sachal Engineering Works (Pvt) Ltd. agrees to indemnify GOP/GOS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP/GOS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s Sachal Engineering Works (Pvt) Ltd. as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP/GOS.

Name of Buyer:2	Name of Contractor
Signature:	Signature[Seal]



EXECUTIVE ENGINEER LOCAL GOVERNMENT DEPARTMENT GOVERNMENT OF SINDH

No. EE/LGD/GOS/ 33 /2018

Dated: 25 - 1 - 18

To,

M/s Sachal Engineering Works (Pvt.) Ltd., Business Avenue, Shahrah-e-Faisal, Karachi.

(ACCEPTANCE LETTER)

Subject:- CONSTRUCTION OF FLYOVER AT TIPU SULTAN INTERSECTION ALONG SHAHEED-E-MILLAT ROAD. (Provincial ADP # 1905, 2017-18)

The Competent authority has been pleased to accept your Financial Bid dated 05-12-2017 for the subject work amounting Rs.51,51,80,562/- (Rupees Fifty One Crore Fifty One Lac Eighty Thousand Five Hundred & Sixty Two only) after calculation for the above mentioned work.

You are requested to deposit the 05% Performance Security amounting to Rs.2,57,59,029/- in shape of Pay Order/Bank Guarantee being part and parcel of the contract agreement and execute the contract agreement for which stamp paper of prescribed value of Rs.18,03,132/- @0.35% of sanctioned cost is required to be provided you to the undersigned's office.

Executive Engineer
Local Government Department,
Government of Sindh

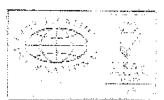
Copy to:-

1. Project Director (Local Govt. Deptt), GOS

2. Chief Engineer (Local Govt. Deptt), GOS.

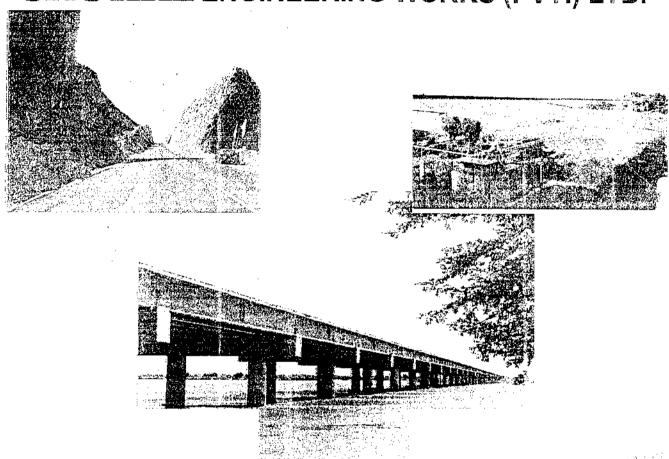
3. Office Copy/ Master File.

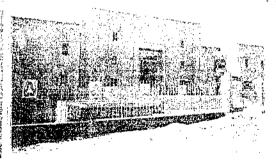
Result Ali



ISO 9001:2008 Certified

CARBELLE ENGINEERING WORKS (PVT.) LTD.







TENDER DOCUMENTS

(FINANCIAL)

CONSTRUCTION OF FLYOVER AT TIPU SUBJECT INTERSECTION ALONG SHAHEED - E - MILLAT ROLL

Head Office: 59-E, Street-7, I-10/3, Islamabad, Pakistan Phone #: 051-4446873-4, Fax #: 051-4431774 E-Mail: sew.1972@yahoo.com

BILL OF QUANTITIES

A Preamble

- 1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
- 2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
- 3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids shall be included in the rates and prices and the total bid price submitted by the bidder.
- 4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
- 5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
- 6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
- 7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 13.5 of Part I, General Conditions of Contract.
- 8. The following abbreviations for the units or units of measurement have been used in the bidding documents including BOQ.



BILL OF QUANTITIES

A Preamble

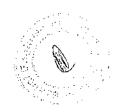
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Unit

Abbreviations

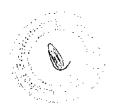
•	Linear Meter	LM or lm or M or m
•	Square Meter	Sq.m. or SM or sm
•	Cubic Meter	Cu.m. or CM or cm or Cum or cum
•	Ton	Ton
9	Kilogram	Kg or kg
ø	Per Number	No or Each
Ð	Job	Job



Unit

Abbreviations

•	Linear Meter	LM or lm or M or m
٥	Square Meter	Sq.m. or SM or sm
•	Cubic Meter	Cu.m. or CM or cm or Cum or cum
•	Ton,	Tọn
•	Kilogram	Kg or kg
•	Per Number	No or Each
•	Job	Job



OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT GOVERNMENT OF SINDH

CONSTRUCTION OF FLYOVER AT TIPU SULTAN INTERSECTION ALONG SHAPEED-E-MILAT ROAD

BILL OF QUANTITIES

SUMMARY

Bill NO.	ITEMS OF WORKS	COST (Rs.)
1	CARRIAGEWAY	99,375,279
2	MEDIAN, FOOTPATH, ISLANDS	16,452,993
3	BRIDGE STRUCTURE	297,662,945
4	RETAINING WALLS	65,987,991
5	DRAINAGE	24,464,958
6	ANCILLARY WORKS	10,121,379
7	ELECTRICAL WORKS	27,642,095
8	SEWERAGE	18,144,772
9	WATERSUPPLY	22,114,403
11	Amount from Bill No. 1 to 9, Total (A)	581,966,815
<u> </u>	Cost of Amount (A), after AF PR % Below/Above Speed Rehal (±%) on Rates, Amount (B)	72,745,85
	Final Quoted BID PRICE (A+B)	509, 220,964

Five Hundred Nine Million, Two Hundred Vine thindred Sinety Rour Rupees Only

Wolfing Rate your Law twenty
white winty two law twenty
white ware with four traffy
when when I sinkly to what your traffy
when when I sinkly to what your traffy
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8 9 NO 523/17-11537/69/TC Date 4-12-2017.
14,549,174/2 Date of Expiry.
03-03-2018.

SILK Bank himited

at Per 15= 581,966,815/= Special Robate 15= 72,745,852/= Guoted Bid Price (4+B) 509220964/=

7

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	PD, Government Project Department, GOS				
2).	PROVINCIAL GOVT./LOCAL GOVT./OTI	IER Provincial ADP # 1913, 2017-18				
3),	TITLE OF CONTRACT	CONSTRUCTION OF BRIDGE AT INTERSECTION OF SUNSET BOULEVARD AND GIZRI BOULEVARD.				
4).	TENDER NUMBER	PD/LGP/GOS/151/2017				
5).	BRIEF DESCRIPTION OF CONTRACT	Presently, traffic congestion is a major problem for this extensively busy shopping area. Moreover, the pavement condition is extremely bad, with several patches, potholes and many other pavement distresses. The severity is further aggravated with settlement of sewerage and other underground utilities trenches. These results in long waiting ques of traffic, making the whole area heavily congested.				
		With the completion of this project, the whole area and its surrounding will be transformed in a smooth flow area, in terms of traffic flow, as there would be no traffic jams and it would provide the vehicular traffic with ease of mind, and it would go a long way in saving their time and energy.				
6).	FORUM THAT APPROVED THE SCHEM	E PDWP				
7).	TENDER ESTIMATED VALUE	Rs. 662.122 Million				
8).	ENGINEER'S ESTIMATE (For Civil Works only)	Rs. 662.122 Million				
9).	ESTIMATED COMPLETION PERIOD (AS	PER CONTRACT) 150Days				
10).	TENDER OPENED ON (DATE & TIME)	10-08-2017(Prequalification Documents) 05-12-2017 (Financial Opening at 2.30 PM)				
11).	NUMBER OF TENDER DOCUMENTS SO (Attach list of buyers)	DLD08_Nos				
12).	NUMBER OF BIDS RECEIVED	Five (05 Nos)				
13).	NUMBER OF BIDDERS PRESENT AT TI	IE TIME OF OPENING OF BIDS <u>Five (05 Nos)</u>				
14).	BID EVALUATION REPORT (Enclose a copy)	<u>Attached</u>				

(15).	NAME AND ADDRESS OF THE SUCCESSFUL BIDDE	ER M/s Sachal Engineering Works Pvt. Ltd. Business Avenue Shahrah-e-Faisal Karachi.
15).	DATE OF CONTRACT SIGNING (Attach a copy of agreement)	06-01-2018
17).	CONTRACT AWARD PRICE	Rs.47,05,09,582/-
18).	RANKING OF SUCCESSFUL BIDDER IN EVALUATION (i.e. 1 st , 2 nd , 3 rd EVALUATION BID) <u>1st Lowest M.</u>	
19).	METHOD OF PROCUREMENT USED:- (TICK ONE)	
	a). SINGLE STAGE – ONE ENVELOPE PROCE	DURE
	b). SINGLE STAGE – TWO ENVELOPE PROCE	EDURE
	c). TWO STAGE BIDDING PROCEDURE	
	d). TWO STAGE – TWO ENVELOPE BIDDING	PROCEDURE
	e). IN CASE OF CONSULTANCY: (i) Least Cost _	(Prequalification Method)
	(ii) QCBS	
	(i) QBC	
	(ii) CQS	
	☐ PLEASE SPECIFY IF ANY OTHER METHOD OF EMERGENCY, DIRECT CONTRACTING / NEGO	PROCUREMENT WAS ADOPTED i.e. TIATION ETC. WITH BRIEF REASONS:
20).	APPROVING AUTHORITY FOR AWARD OF CONTI	
21).	WHETHER THE PROCUREMENT WAS INCLUDED I	Yes No V
22).	ADVERTISEMENT:	
	i). SPPRA Website (If yes, give date and SPPRA's tender number)	Yes ✓ No ID Sr. # 33940
	ii). News Papers (If yes, give names of newspapers and dates)	Yes & Daily Hilal-e-Pakistan date 22-07-2017 etc
23)	NATURE OF CONTRACT	Local / Int.

24).	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)	Yes V No
25).	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)	Yes 🗸 No
26).	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	AS OBTAINED FOR USING A Yes ✓ No
27).	WAS BID SECURITY OBTAINED FROM ALL THE BIDDER	RS? Yes ✓ No
28).	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BID / BEST EVAULATED BID (in case of consultancies)	Yes ✓ No
29).	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICAL	LY COMPLAINT? Yes V No
30).	WHETHER INTEGRITY PACT WAS SIGNED? (If yes, enclose a copy)	Yes 🗸 No
31).	WHETHER NAMES OF THE BIDDERS AND THEIR QUOTE THE TIME OF OPENING OF BIDS?	ED PRICES WERE READ OUT AT Yes ✓ No
32).	WHETHER COPY OF EVALUATION REPORT GIVEN TO A (Attach copy of the bid evaluation report)	ALL BIDDERS? Yes V No
33).	APPLICABLE RULES	A / OTHER Yes No ✓
34)	ANT COMITAINTS RECEIVED	Yes ✓ CRC did not agree
35)	. ANY DEVIATION FROM SPECIFICATIONS GIVEN IN TH (If yes, give details)	E TENDER NOTICE / DOCUMENTS Yes No
36)	. WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes N. A. No 3/4

• 37).		Yes		 _	
	(If yes, give details)		✓		
38).	WAS IT ASSURED BY THE PROCURING AGENCY THA BLACK LISTED?	T THE S	SELECTED F	IRM IS	S NOT
39).	WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE PREBE ASCERTAINED REGARDING FINANCING OF VISIT, (If yes, enclose a copy)	OCURE	EMENT? IF S		
40).	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZ THE CONTRACT (BANK GUARANTEE ETC)?	ATION	ADVANCE Yes ✓	PAYM No	ENT IN
41).	SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)		Yes	No	✓
	mature & Official Stamp of thorized Officer				

FOR OFFICE USE ONLY

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



EXECUTIVE ENGINEER LOCAL GOVERNMENT DEPARTMENT GOVERNMENT OF SINDH

No. EE/LGD/GOS/ 54 /2018

Dated: 6-2-2018

To,

M/s Sachal Engineering Works (Pvt.) Ltd., Business Avenue, Shahrah-e-Faisal, Karachi.

WORK ORDER

Subject:- CONSTRUCTION OF BRIDGE AT INTERSECTION OF SUNSET BOULEVARD AND GIZRI BOULEVARD. (Provincial ADP # 1913, 2017-18)

The competent authority has been pleased to award you the contract for the above mentioned work amounting to Rs.47,05,09,582/- (Rupees Forty Seven Crore Five Lac Nine Thousand Five Hundred & Eighty Two only) after calculation. You may therefore contact the Project Manager (Concerned) for obtaining necessary information and instructions.

Please note that work should be carried out strictly in accordance with the specification, design & drawings, terms & conditions as per the contract agreement executed between M/s Sachal Engineering Works (Pvt.) Ltd. and Project Director, Local Government Project Department, Government of Sindh. The time of completion of work specified in the contract agreement is 150 Days, which shall commence from the date of start which will be within 14 days time from the receipt of this work order.

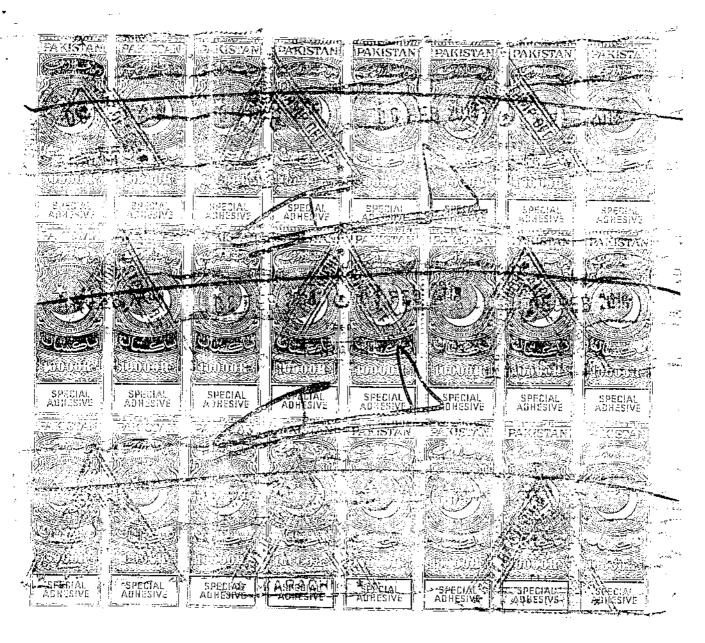
In case of failure to complete the work within the specified time, penalty shall be imposed @ Rs.3,000/- per day. In case you failed to commence the work within Fourteen days after the receipt of work order, action under the relevant clause of the contract agreement shall be initiated against you.

Executive Engineer
Local Government Department,
Government of Sindh

Copy to:-

- 1. Project Director (Local Govt. Deptt), GOS
- 2. Project Manager(Concerned), GOS.
- 3. Office Copy/ Master File.

Aldford now



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Stamp Value Rs. 16, 46, 800/=

CONTRACT AGREEMENT

Project:

CONSTRUCTION OF BRIDGE AT INTERSECTION OF SUNSET BOULEVARD AND GIZRI BOULEVARD. (Provincial ADP # 1913, 2017-18)

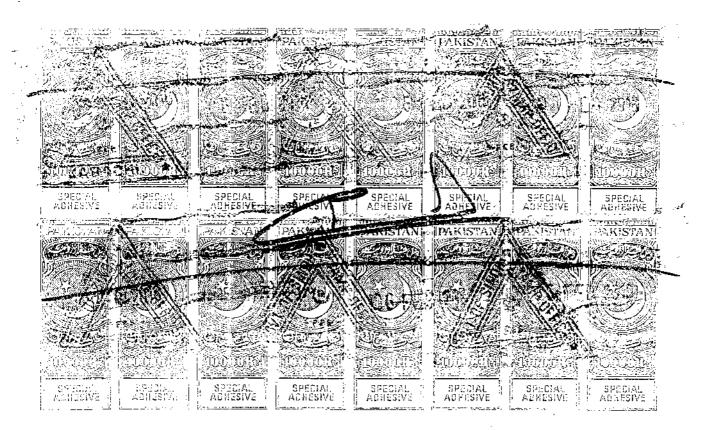
Cost

Rs.47,05,09,582/- (Rupees Forty Seven Crore Five Lac Nine Thousand Five Hundred & Eighty Two only).

Completion Time: 150 Days

Penalty Rs.3000/- P. Day





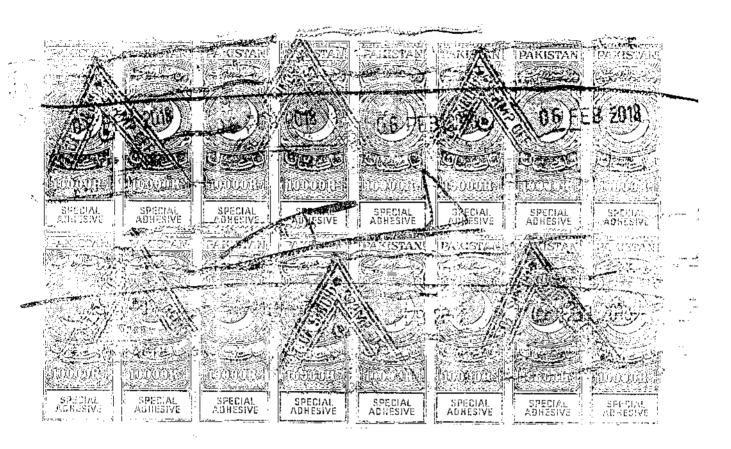
276/10

and include his successors) of the One part and M/s Sachal Engineering Works (Pvt.) Ltd., Office # 507 Business Avenue, Shahrah-e-Faisal, Karachi through their Manager Projects Mr. J.K. DAWANI hereinafter called the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignces) of the other Part.

Whereas the PD, Local Government Department, GOS has accepted the tender of the Contractor dated 05-12-2017 Rs.47,05,09,582/- (Rupees Forty Seven Crore Five Lac Nine Thousand Five Hundred & Eighty Two only) for construction and completion of the work namely CONSTRUCTION OF BRIDGE AT INTERSECTION OF SUNSET BOULEVARD AND GIZRI BOULEVARD at a Cost of Rs.47,05,09,582/- (Rupees Forty Seven Crore Five Lac Nine Thousand Five Hundred & Eighty Two only) within a period of 150 Days and Penalty Rs.3000/- Per day according to the specification and general conditions of the contract signed by the Contractor after having made himself fully acquainted with their meaning.

Govern Lac E Dated

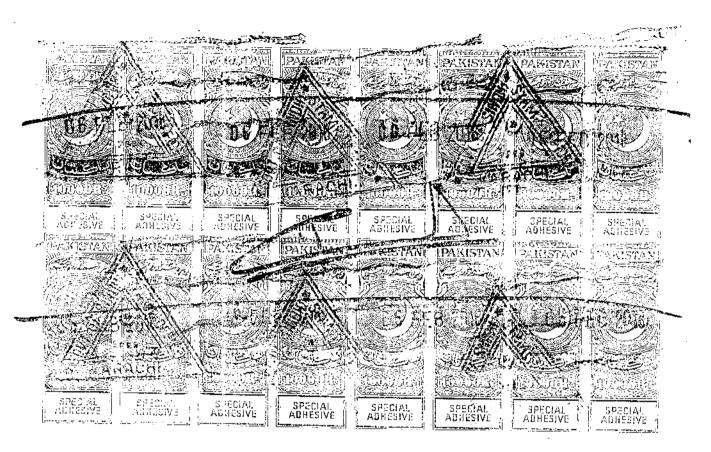
AND WHEREAS the Contractor has already deposited with the PD, Local Government Department, GOS a sum of Rs.1,34,80,265/- (Rupees One Crore Thirty Four Lac Eighty Thousand Two Hundred & Sixty Five only) Vide Pay Order No. ______ / Bank Guarantee No. BG/BOP/GAP/023/17/153/LG/TC Dated 04-



12-2017 from Silk Bank Ltd. Trade Processing Centre-14 Egertor Road Lahore on account of 2% Bid Security for the said contract.

May 1

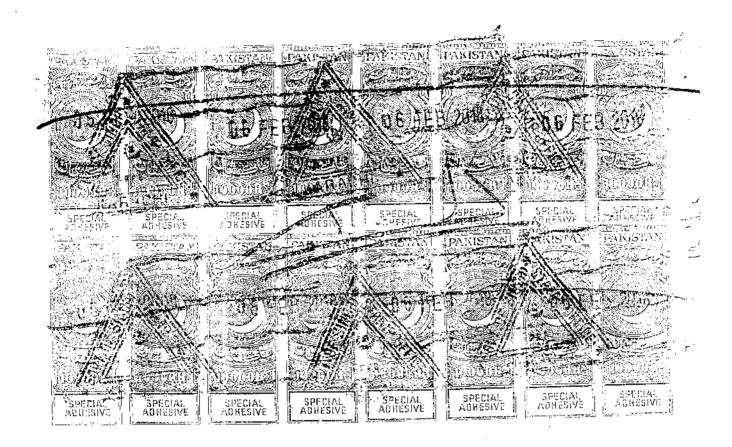
AND WHEREAS the Contractor (if required under the contract) shall also furnish a Performance Bond in shape of Bank Guarantee from a scheduled bank for the amount equal



to 5% of the contract value which shall be released after completion of the work and after issuance of necessary certificate by the Engineer in charge.

AND WHEREAS the Contractor has given a lien to the PD, Local Government Department, GOS over the Security and Performance Bond for due fulfillment of the contract and does hereby bind himself, his heirs, successors legal representative and assignee to pay to the PD, Local Government Department, GOS, penalty through forfeiture of the said Security and the Performance Bond in case of breach of any condition of the contract without prejudice to the right of PD, Local Government Department, GOS to recover the damages from the Contractor for any such breach as per condition of the contract.

AND WHEREAS the following documents shall be deemed to from and be read and propostrued as part of this Agreement.

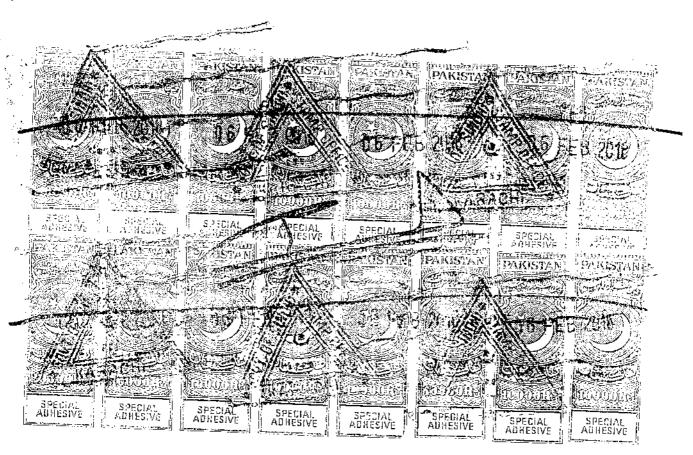




- I. Notice inviting tenders.
- II. Tender documents marked <u>1/5</u> and dated <u>05-12-2017</u> including terms and conditions, BOQ, specifications and drawings.
- III. Work schedule
- IV. Payment schedule
- V. Security and Performance Bond.



VI. All correspondence in respect of the contract and the work.



AND WHEREAS in consideration of the payments to be made by the PD, Local Government Department, GOS to the Contractor as hereinafter mentioned the Contractor hereby covenants with the PD, Local Government Department, GOS to execute and complete the work and remedy the defects therein in all respect in conformity with the provision of the contract.

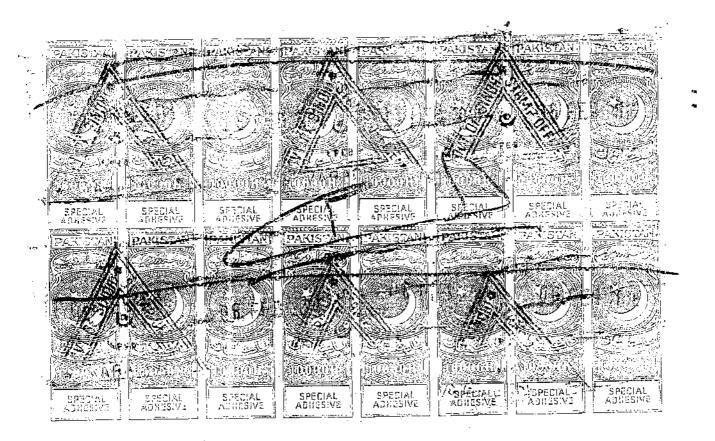
AND WHEREAS the PD, Local Government Department, GOS hereby covenants to pay to the Contractor in consideration of execution and completion of the work and remedy of defects therein, contract price of such other sum as may become payable under provision of the contract.

AND WHEREAS the Contractor binds himself to execute and complete the work according to specification and to pay to the PD, Local Government Department, GOS,



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3/2/2018



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compensation for delay as per relevant clause of the conditions of contracts in case he does not perform under this contract and fails to complete the work within the specified time.

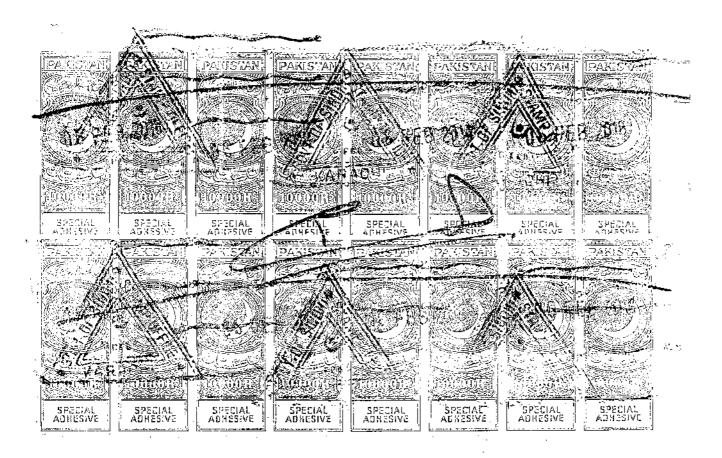
AND WHEREAS the Contractor has agreed to abide by the following conditions

also:

(i) The Contractor will engage a qualified Engineer of relevant field for proper supervision and execution of work. In case, the Contractor fails to do so, the PD, Local Government Department, GOS will hire an Engineer on behalf of the Contractor and the emoluments of the Engineer will be deducted from the bills of the Contractor.



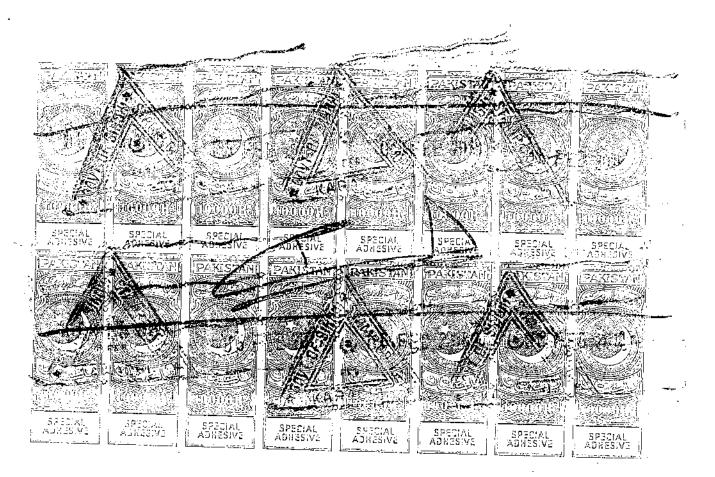
2/2/2018



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- (ii) The Contractor will submit work methodology and activity plan before the start of work but not later than 7 days after issuance of Work Order.
- (iii) Aggregate Base Course during road construction will be laid by Graders only.
- The Dantractor will ensure availability of machinery and equipment and the Charges will also ensure their roper use on the work. In case of default, the PD Local Government Department, GOS will be at liberty to hire plant and machinery on its own and the charges will be recovered from the bills of the contractor.
- (v) The work on road/bridges/flyovers will be carried out by the contractor round the clock in order to reduce the time of completion for the public





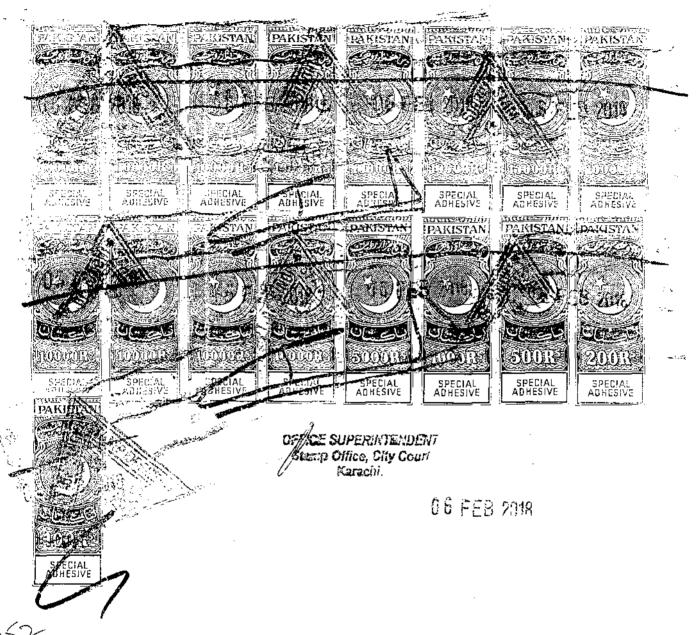
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convenience. The electricity charges and other expenditure involved during execution of work will be paid by the contractor.

(vi) In case of non-completion of the work within the stipulated time or if the contractor is found delaying the work deliberately he will be penalized by the Engineer -in- Charge strictly in accordance with the Penalty / compensation clause of the contract.

AND WHEREAS in case of any disagreement / dispute on technical matters and those relating to execution of project the decision of the PD, Local Government Department, GOS, will be final conclusive and binding on the Contractor.





NOW THEREFORE THIS AGREEMENT WITNESSETH that the PD, Local Government Department, GOS and the Contractor shall respectively and well truly carry out and fulfill the contract and abide by all terms and conditions and specifications thereof.

IN WITNESS WHEREOF the said parties have set their respective hands

Project Director Local Government Project Department

Government of Sindh

CONTRACTOR

1. MIS TRUTH 4 BRITHES.

Plat NO# 65-W Block OF

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CONTRACTORS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION

Contract No. Dated:

Contract Value: Rs.47,05,09,582/- (Rupees Forty Seven Crore Five Lac Nine Thousand Five Hundred & Eighty Two only).

Contract Title: CONSTRUCTION OF BRIDGE AT INTERSECTION OF SUNSET BOULEVARD AND GIZRI BOULEVARD.

Provincial ADP # 1913, 2017-18)

M/s Sachal Engineering Works (Pvt) Ltd. hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or Government of Sindh (GOS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP/GOS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP/GOS, except that which has been expressly declared pursuant hereto.

M/s Sachal Engineering Works (Pvt) Ltd. certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP/GOS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Sachal Engineering Works (Pvt) Ltd. accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP/GOS under any law, contract or other instrument, be voidable at the option of GOP/GOS.

ı	Conta	ı	Page	a. 2
1	COHIU	1		J . 4

Notwithstanding any rights and remedies exercised by GOP/GOS in this regard, M/s Sachal Engineering Works (Pvt) Ltd. agrees to indemnify GOP/GOS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP/GOS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s Sachal Engineering Works (Pvt) Ltd. as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP/GOS.

Name of Buyer:	Name of Contractor
Signature: [Seal]	Signature[Seal]



EXECUTIVE ENGINEER LOCAL GOVERNMENT DEPARTMENT GOVERNMENT OF SINDH

No. EE/LGD/GOS/ β 4 /2018

Dated: 25-1-18

To,

M/s Sachal Engineering Works (Pvt.) Ltd., Business Avenue, Shahrah-e-Faisal, Karachi.

(ACCEPTANCE LETTER)

Subject:- CONSTRUCTION OF BRIDGE AT INTERSECTION OF SUNSET BOULEVARD AND GIZRI BOULEVARD. (Provincial ADP # 1913, 2017-18)

The Competent authority has been pleased to accept your Financial Bid dated 05-12-2017 for the subject work amounting **Rs.47,05,09,582/-** (Rupees Forty Seven Crore Five Lac Nine Thousand Five Hundred & Eighty Two only) after calculation for the above mentioned work.

You are requested to deposit the 03% Performance Security amounting to Rs.2,35,25,480/- in shape of Pay Order/Bank Guarantee being part and parcel of the contract agreement and execute the contract agreement for which stamp paper of prescribed value of Rs.16,46,784/- @0.35% of sanctioned cost is required to be provided you to the undersigned's office.

Executive Engineer
Local Government Department,
Government of Sindh

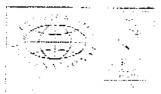
Copy to:-

1. Project Director (Local Govt, Deptt), GOS

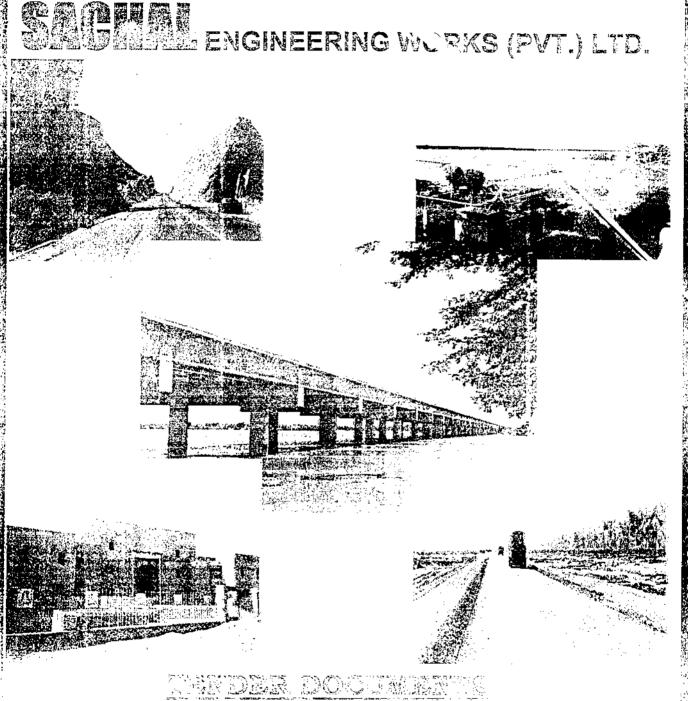
2. Chief Engineer (Local Govt. Deptt), GOS.

3. Office Copy/ Master File.

Leaved Ali



ISO 9001:2008 Certified



(FINANCIAL)

COMBINICTION OF BRIDGES AT INTERSECTION SUNSET BOULEVARD AND GIZRI BOULDVARY

> Head Office: 59-E, Street-7, I-10/3, Islamabad, Pakistan Phone #: 051-4446873-4, Fax #: 051-4431774 E-Mail: sew.1972@yahoo.com

BILL OF QUANTITIES

A Preamble

- 1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
- 2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
- 3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids shall be included in the rates and prices and the total bid price submitted by the bidder.
- 4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
- 5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
- 6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
- 7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 13.5 of Part I, General Conditions of Contract.
- 8. The following abbreviations for the units or units of measurement have been used in the bidding documents including BOQ.



Unit

Abbreviations

Linear Meter
Square Meter
Cubic Meter
Ton
Kilogram
Per Number
Job
LM or Im or M or m
Cu.m. or CM or cm or Cum or cum
Ton
Kg or kg
Per Number
Job

OFFICE OF THE PROJECT DIRECTOR LOCAL GOVERNMENT **GOVERNMENT OF SINDH**

CONSTRUCTION OF BRIDGE AT INTERSECTION OF SUNSET BOULEVARD AND GIZRI BOULEVARD

BILL OF QUANTITIES

SUMMARY

BILL NO.	ITEMS OF WORKS	COST (Rs.)
1	CARRIAGEWAY	110,505,486
2	MEDIAN, FOOTPATH, ISLANDS	27,167,861
3	BRIDGE STRUCTURE	185,193,074
<u>A</u>	RETAINING WALLS	62,773,504
5	DRÁMAGE	49,294,734
6	ANCILLARY WORKS	24,514,304
7	ELECTRICAL WORKS	39,502,650
8	SEWERAGE	18,144,772
9	WATERSUPPLY	22.114,403
10	Amount from Bill No. 1 to 10 . Total (A)	539.210,588
	Cost of Amount (A), after AT M _% Below Above Spearl Rebale (± %) on Rates, Amount (B)	7,279,343
*************************************	Final Quoted BID PRICE (A+B)	466, 417, 158-

Pour Hundred Sixty Six Million, Four hundred Seventien Kenraud One Gundred Fefty Eight Rupers only.

SEAL OF THE COMPANY

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