

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
CONTRACT EVALUATION FORM
TO BE FILLED BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS,
SERVICES & GOODS

1 NAME OF THE ORGANIZATION/DEPTT.	<u>KARACHI WATER & SEWERAGE BOARD</u>
2 PROVINCIAL/LOCAL GOVT/OTHER	<u>-----</u>
3 TITLE OF CONTRACT	<u>REMOVAL OF CONTAMINATION BY PROVIDING AND LAYING P.E PIPE 250 MM AT MOHAMMADI ROAD & PROVIDING AND FIXING C.I SLUICE VALVE AT SHERSHAH UC-07 KEAMARI TOWN.</u>
4 TENDER NUMBER	<u>SPPRA Serial No. 18745 I.D _____/2014</u>
5 BRIEF DESCRIPTION OF CONTRACT	<u>Improvement of Water Supply in Keamari Town.</u>
6 FORUM THAT APPROVED THE SCHEME	<u>Managing Director KW&SB</u>
7 TENDER ESTIMATED VALUE	<u>Below 2.5 Million</u>
8 ENGINEER'S ESTIMATE (Attach list of buyers)	<u>Rs.1,988,513/-</u>
9 ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	<u>30 (Days)</u>
10 TENDER OPENED ON (DATE & TIME)	<u>20-02-2014 at 2:30 P.M</u>
11 NUMBER OF TENDER DOCUMENT SOLD (Attach list of buyers).	<u>02 (Two)</u>
12 NUMBER OF BIDS RECEIVED	<u>02 (Two)</u>
13 NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS.	<u>02 (Two)</u>
14 BID EVALUATION REPORT (enclose copy).	<u>Copy Attached</u>
15 NAME AND ADDRESS OF THE SUCCESSFUL BIDDER.	<u>M/S. Yasin Enterprises. 3/1 A Area Liaquatabad Karachi</u>
16 CONTRACT AWARD PRICE	<u>Rs.1,970,067/-</u>

17 RANKING OF SUCCESSFUL BIDDER IN
EVALUATION REPORT (i.e. 1st, 2nd, 3rd Evaluation Bid).

M/S. Yasin Enterprises

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 Procedures.
- d) Two Stage Two Envelope Bidding Procedure

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

19 APPROVING AUTHORITY FOR AWARD
OF CONTRACT.

M.D KW&SB

20 WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes No

21 ADVERTISEMENT:

i) SPPRA Website
(If yes, give date and SPPRA's tender number)

Yes Serial No. 18745 I.D. _____ /2014
No

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

(If Yes
No

22 NATURE OF CONTRACT

Local Int.

23 WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENT?
(If yes, enclose a copy)

Yes No

24 WHETHER EVALUATION CRITERIA BID
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	<input checked="" type="checkbox"/>
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26 WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

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

30 WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS?
(Attach copy of the bid evaluation report).

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

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

32 ANY DEVIATION FROM SPECIFICATION GIVEN IN THE TENDER NOTICE / DOCUMENT.
(If yes, give details).

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

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

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

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

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

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

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

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

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

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

Signature & Official Stamp of

Authorized Officer

FOR OFFICE USE ONLY


SHAFI MUHAMMAD MAGSHI
Executive Engineer (W)
Keamery Town / KW&SB

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



KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IP&D)


BID EVALUATION REPORT

1	Name of Procuring Agency	KARACHI WATER & SEWERAGE BOARD
2	Tender Reference No	KWSB/DPR/2014/17 Published in i) The News on dated: 25/01/2014 and SPPRA Serial No.18745 I.D No. _____ /2014
3	Tender Description/Name of Work/Item	REMOVAL OF CONTAMINATION BY PROVIDING LYAING PE PIPE 250 MM AT MOHAMMADI ROAD & PROVIDING FIXING C.I. SULICE VALVE AT SHERSHAH UC-NO.07 KEAMARI TOWN
4	Method of Procurement	Single Stage (One Envelop)
5	Tender Published	Through Web Site / Press
6	Total Bid Documents Sold	02 Nos
7	Total Bid Received	02 Nos
8	Technical Bid Opening Date (if applicable)	N/A .
9	No. of Bid Technically Qualified (if applicable)	N/A .
10	Bid (s) rejected	Nil
11	Financial Bid Opening Date	20/2/2014
12	Bid Evaluation Report	

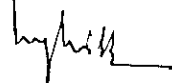
S #	NAME OF FIRM OR BIDDER	COST OFFERED BY THE BIDDERS	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE/ REJECTION	REMARKS
1	M/s. Yasin Enterprises	Rs. 1,970,067/-	1st Lowest	@ 0.9277% Below	Substantially Responsive	P.O # 50606184 Dt: 20-01-2014 Rs.18,000/- P.O # 50606293 Dt: 18-02-2014 Rs.22,000/- Summit Bank Gulshan-e-Iqbal Br
2	M/s. Al-Hamza Enterprises	Rs. 1,976,722/-	2nd Lowest	@ 0.5929% Below	Substantially Responsive	P.O # 2230029 Dt: 09-01-2014 Rs.39,000/- P.O # 2230271 Dt: 18-02-2014 Rs.1,000/- Askari Bank Gulshan-e-Iqbal Br

The all concerned bidder are being informed accordingly.

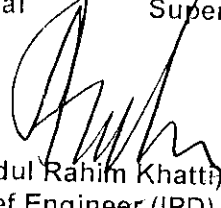
The E E Concerned for compliance of rule 45 of SPPRA 2010 M/s. Yasin Enterprises, declared as the lowest responsive bidder by the Committee and recommended for Sanction from Competent Authority.


Arshad Ali
Accounts Officer (West)
Member/Secretary


(Saif-ul-Haque)
Additional Director Internal
Audit - KMC Member


(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member


(Owais Malik)
Chief Engineer (West)
Member


(Abdul Rahim Khattar)
Chief Engineer (IPD),
(Convener)



KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER
KEAMARI TOWN WATER (DIV-I), DISTRICT WEST

KEAMARI TOWN, NEAR SIEMENS CHOWRANGI T.P-1, HAROONABAD SITE TOWN
KARACHI. Mobile No: 0313-2502307

NO: KW&SB/KT/EE/(W/D-I)/2014/220

DATED: 14/4/2014

M/s. Yasin Enterprises,
3/1 A Area Liauqtabad,
Karachi.

CHIEF ENGINEER WATER & SEWERAGE ZONE WEST KW&SB
INWARD NO. 4277
DATE 14-4-2014

WORK ORDER

SUBJECT: REMOVAL OF CONTAMINATION BY PROVIDING AND LAYING PE PIPE 250MM. AT MOHAMMADI ROAD & PROVIDING AND FIXING C.I SLUICE VALVE AT SHERSHAH UC-07 KEAMARI TOWN.

Ref No: NO/KW&SB/CE/WEST/2014/42 dated: 09/04/2014

The Competent Authority KW&SB accorded the subject work and sanctioned letter have been conveyed to you amounting to Rs.1,970,067/- (Rupees Nineteen Lac Seventy Thousand & Sixty Seven Only).

You are hereby directed to start the work and complete the same within the stipulated time period, if you fail to do so the penalty will be imposed as per condition of contract.

EXECUTIVE ENGINEER (W/D)
DIV-I KEAMARI TOWN, KW&SB

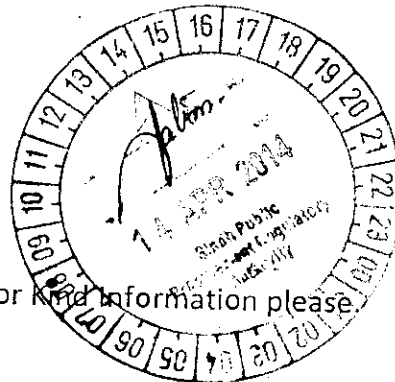
Copy to:

1. SE (Keamari Town), KW&SB
2. AO (Keamari Town), KW&SB
3. AEE (Keamari Town), KW&SB
4. SPPRA, Sindh

C.C.To:

1. CHIEF ENGINEER (WEST), KW&SB

} For Kind information please.





**OFFICE OF THE CHIEF ENGINEER (DISTRICT WEST)
KARACHI WATER & SEWERAGE BOARD**

Room No269, 2nd Floor, Old KBCA Building Behind Civic Centre,
Gulshan-e-Iqbal, Karachi.

No. KW&SB/CE/West/2014/42

Dated 02/14/2014

M/s. Yasin Enterprises.
Karachi. # 3/1. A. Area
Liaquat abad Town.

LETTER OF ACCEPTANCE / SANCTION LETTER

SUBJECT:- **REMOVAL OF CONTAMINATION BY PROVIDING LAYING PE PIPE 250MM
AT MOHAMMADI ROAD & PROVIDING FIXING C.I SLUICE VALVE AT
SHERSHAH UC-NO.07 KEAMARI TOWN.**

REF:- Your Tender Opened on 20-02-2014.

The under signed is pleased to convey sanction for an amount to **Rs.19,70,067** (Rupees Nineteen Lac Seventy Thousand Sixty Seven Only) for the subjected work under Rule SPPRA-2010, on item rate basis duly assessed by the Procurement/ Evaluation Committee-I KW&SB vide **Para-27/N** and approved by MD, KW&SB vide **Para-42/N** the financially concurred-in by finance department, KW&SB vide **Para-30/N to 40/N**. The expenditure is chargeable to **BG No.A-013-16** for the financial year-2013-2014. You shall be bound to abide time to time instruction issued by KW&SB.

You are therefore directed to furnish the Earnest Money amounting to **Rs. 39,401/-** being amount of 2% of sanction cost of the contract. You are further directed to contact concern Executive Engineer Office for execution of agreement, the value of stamp paper will be **Rs. 5,910/-** @ 0.30% sanctioned cost which should be produced by you. In case of failure, the sanction shall be stand cancelled and action as per Contractual rules shall be taken against you.

All correspondence onward shall be carried out through Superintending Engineer, Keamari Town, District West, KW&SB.


CHIEF ENGINEER
(DISTRICT WEST)
KW&SB

Copy to:-

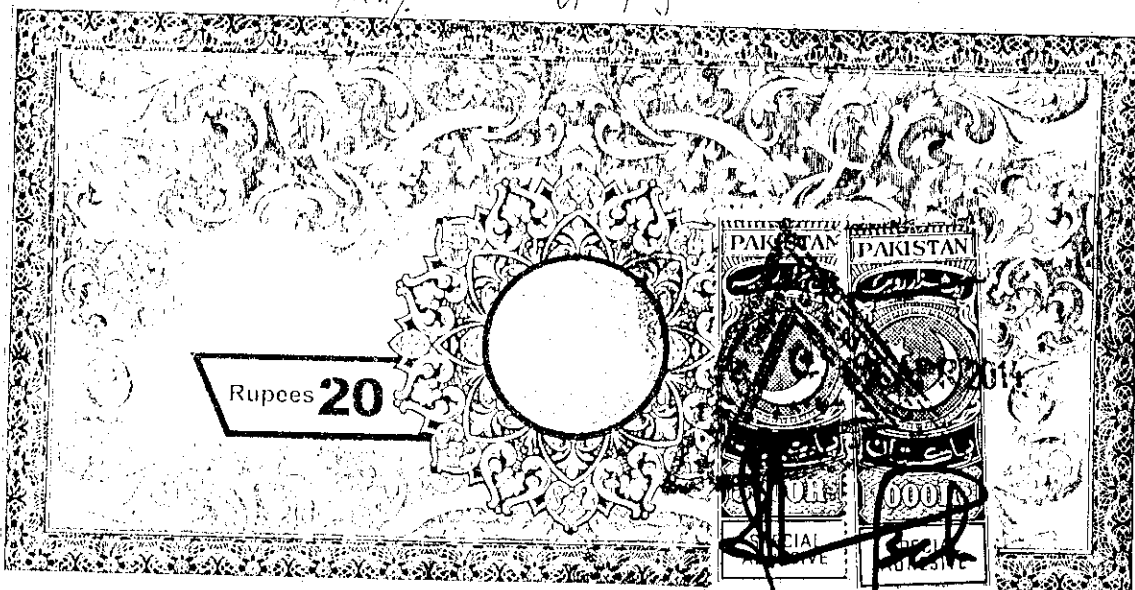
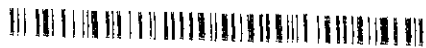
- 1-DIRECTOR ACCOUNTS), KW&SB.
- 2-ADLFA, KW&SB.
- 3-SE (KEAMARI TOWN), KW&SB.
- 4-EE (WATER) KEAMARI TOWN, KW&SB.
- 5-OFFICE COPY.

C.C to:-

1. MD, KW&SB.

E413885

Proof ch-95



SALEEM Stamp Vendor
 Licence No. 85, Shop No. 3, Karim Plaza
 Gulshan-e-Iqbal, Block-14, Karachi
 No. 131608 Date
 To With Address
 SADAQAT ALI SIDDIKI
 Purpose: C No. 13353, Karachi
 Value Rs.
 Stamp No.

31 MAR 2014

OFFICE SUPERINTENDENT
 Office, City Court
 Karachi.

02 APR 2014

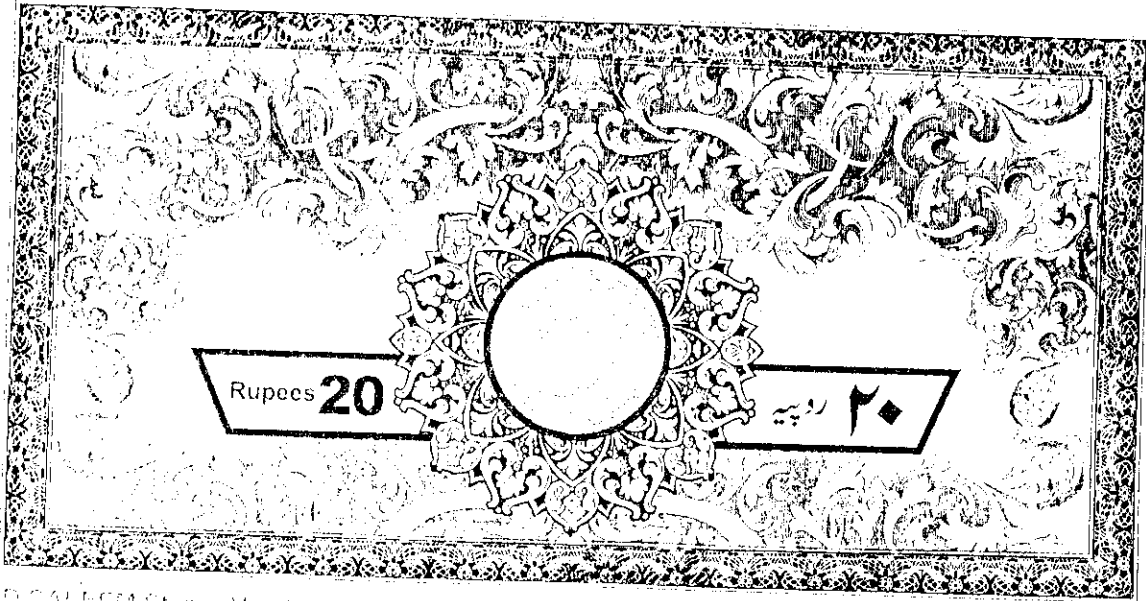
CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 10th day of April 2014 between The Karachi Water & Sewerage Board represented by it's The Chief Engineer (West), KW&SB (hereinafter called the "Employer") of the one part and M/s. YASIN ENTERPRISES. (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz "REMOVAL OF CONTAMINATION BY PROVIDING LAYING PE PIPE 250MM AT MOHAMMADI ROAD & PROVIDING FIXING C.I. SLUICE VALVE AT SHERSHAH UC-NO.07 KEAMARI TOWN" Should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW This Agreement witnessed as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Sanction
 - (b) The completed Form of Bid along with Schedules to Bid:
 - (c) Conditions of Contract & Contract Data:
 - (d) The priced Schedule of Prices.
 - (e) The Specification: and
 - (f) The Drawings



Stamp Vendor
 No. 10, Shop No. 3, Keamari
 Cantonment, Block 14, Karachi
 Date:
 130412
 Address:
KHALID AZIZ
 Advocate

02 APR 2014

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- In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
- The Employer hereby covenants to pay to the Contractor, in consideration of the execution and completion of the Works as per provision of the Contract, the Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed by the Contract.

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

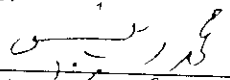
Signature of the Contractor



 Proprietor
M/S. YASIN ENTERPRISES
KARACHI

Signature of Employer


CHIEF ENGINEER WEST
KW&SB


WITNESS:


1. 

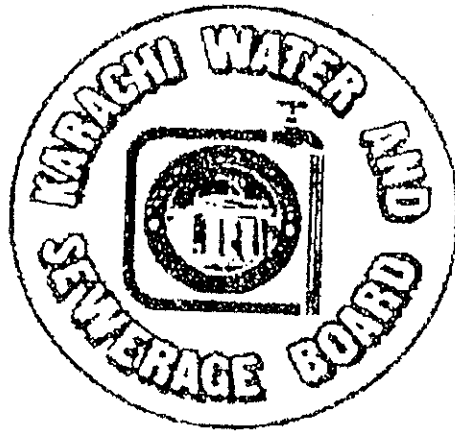
2. 

 SHARAF B. B. B. B.

WITNESS:


SUPERINTENDING ENGINEER
KEAMARI TOWN, KW&SB

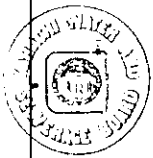

EXECUTIVE ENGINEER (WATER)
KEAMARI TOWN, KW&SB



TENDER DOCUMENTS

**REMOVAL OF CONTAMINATION BY PROVIDING
LYAING PE PIPE 250 MM AT MOHAMMADI ROAD
& PROVIDING FIXING C.I. SULICE VALVE AT
SHERSHAH UC-NO.07 KEAMARI TOWN.**

KARACHI WATER & SEWERAGE BOARD



KARACHI WATER & SEWERAGE BOARD

FINANCE DEPARTMENT

RECEIPT

Receipt No.: ~~74~~ 74

Book No.: 71

Date: 12-02-2014

Received Pay Order No.: 6071223, Dated: 06-02-2014

of Bank Al-Habib Bank M.A. Jinnah Road, Karachi Branch

for Rs. 2,000/- (Rupees) TWO THOUSAND ONLY.

in favour of KW&SB from M/s.: Nasin Enterprises.

on account of cost of quotation / tender documents for the work of Removal of Contamination by providing Laying PE Pipe 250MM at Mohammad Road & providing fixing C.I. Gulch Valve at Shershah U.C. NO. 07, Keamari Town.

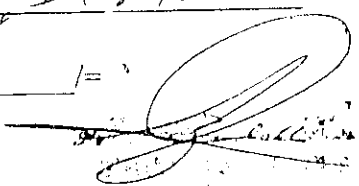

 Sign: & Stamp
 Finance Department
 K. W. & S. B.

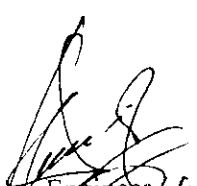
BIDDING DATA

- (a) Name of Procuring Agency KW&SB
- (b) Brief Description of Work Removal of contamination by providing 1/2" dia. PE Pipe 250mm dia. in Johammadi Road & Providing Fixing of 1" Solice Valve at Sher Shah Ue-007 Keamari Town.
- (c) Procuring Agency Address
- (d) Estimate Cost On item rate basis
- (e) Amount of Bid Security 2% of Bid amount
- (f) Period of Bid Validity 90 Days
- (g) Security Deposit (including Bid Security) 10%
- (h) Venue, Time and Date of Bid Opening
The Tender in sealed cover super scribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D) at Block-"B" 9th Mile Karsaz, Karachi on 20-2-14 at 2:00 PM by Procurement Committee
- (i) Deadline for submission of Bid along with time. _____
- (j) Time for completion from written order commence 30 Days
- (k) Liquidity damage 0.5% of Bid Cost per day of delay
- (l) Bid issued to Firm M/s. Yasin Enterprises,
- (m) Deposit Receipt No. & Date R. NO. 74 DT: 12-02-2014

Amount:

Rs. 2000/- =


Authority Issuing Bidding Document


Executive Engineer (W)
KW&SB
SHAFI MUHAMMAD MAGSI
Executive Engineer (W)
Keamari Town KW&SB

KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE EXECUTIVE ENGINEER KEAMARI TOWN (WATER)

Estimate amount : Item Rate basis
 Time limit : **30** days
 Penalty for delay : 500/- P/day
 Tender Cost : 2000/-
 Date of Opening : 20-2-2014

Name of Work:- REMOVAL OF CONTAMINATION BY PROVIDING LYAING PE PIPE 250 MM AT MOHAMMADI ROAD & PROVIDING FIXING C.I. SULICE VALVE AT SHERSHAH UC-NO.07 KEAMARI TOWN.

S. No	Description of Work	QTY	Rate		Per Unit / Item	Amount in Rupees
			Rupees in Figures	Rupees in Words		
1	Excavation for pipe line trenches & pits wet soil clay of mud i/c trimming and dressing sides to true alignment & shapes leveling of bed trenches to correct level and grade cutting joint holes & disposal of surplus earth within a one chain as directed by Engineer incharge. Providing fence guards lights, flags, and temporary crossing for non-vehicular traffic where ever required lift upto 5ft (1.52m) and lead upto one chain(30.5m) 0'-5"	6000	6000 Cft	5200/-	%0 Cft	31200/-
2.	Add for Additional lift of every 3 ft (0'5") 3600	3600	3600 Cft	5800/-	%0 Cft	20880/-
3	Full hire charges of the pumping set i/c wages of driver and Assistant fuel electric energy plate from required for placing pump etc at lower depth with suction and delivery pipes for pumping out water at found at depth from trench including the cost of erection and dismantling after completion of the job 10-HP pumping out water from 10' deep trench.	30 Days		1475/-	P/Day	44250/-
4.	Providing Laying & fixing in trench i/c fitting Jointing & testing etc complete in all respect the high density polyethylene PE Pipes (HDPE-100) for W/S confirming ISO-4427 Din 8074/8075 B.S 3580 & PSI/ 3051 (PN-10) 250 MM	1190 Rft		1259/-	P/Rft	14982/-

5.	C.I sluice heavy pattern (test-pressure 21.0Kg/Sq.Com or 300 Lbs/Sq inch).(imported) 10"dia	06 Nos.	27495/-	Each	164970/-
6.	Fixing of sluice valve with two nose tail piece one and flanged and other and nuts bolts and rubber packing etc. 10" dia	06 Nos.	3248/2	Each	19470/-
7.	Construction of C/C Block Masonry Chamber of size 4"x 4x4" (inside dimension) with 24"x24" CI cover frame weight (5 Kg) fixed in RCC 1:2:4 slabs 6" thick steel 1/2" dia main bars @6" c/c 1/4" dia @8" c/c distribution bars 1:3:6 block missionary walls set in 1:6 C.M. 6" thick c/c 1:4:8 in foundation 2" thick c/c 1:2:4 flooring 1/2" thick cement plaster 1'-0" deep upto roof slab i/c MS foot rest 5/8" dia bars every 2' deep cutting dewatering excavation refilling etc complete. 4x4x4.	06 Nos.	27950/-	Each	167700/-
B.	Refilling of excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete	9336 Cft	2509/-	%Cft.	23386/-

Total Amount Rs. 1970066/158

Say Rs. 1970066/-

Executive Engineer (Water)
Keamari Town, KW&SB

NOTE:- Contractor will abide all existing rules / terms & condition of SPPRA Rules-2010

I/We hereby Quoted an Amount of Rs. 1970066/- on item rate basis.

In wards Nineteen Lac Seventy Thousand Sixty Six only

Signature of Contractor Y. J. Yasin Enterprises

Address: 3/1 A Area, Kingwitaland 10c

Cell No. 0322-3233791

Tender Received in Sealed Cover & Opened By Procurement Committee-I

P.O of the Bid Security Amount Rs. 18,000/- P.O No 50606184 Date 20-1-2014
Rs. 22,000/- P.O No 50606295 Date 18-2-2014

Bank Name, Summit Bank Gulshan-e-Iqbal @ Br. @ Summit Bank Gulshan-e-Iqbal @ Br.
Bin Quoted Rs. 19,70,066/- Nineteen Lac Seventy Thousand Sixty Six only

No Cutting or ...
Above/Below ...

Secretary

S.E. (IP&DY) KW&SB
Member

Additional Director (I & A) KMC
Member

Chief Engineer
(West), KW&SB
Member

Chief Engineer,
(IP&DY) KW&SB

Conditions of Contract

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

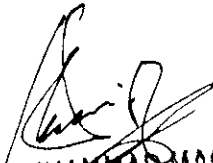
The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to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

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

Clause – 3: Termination of the Contract.

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




SHAFI MUHAMMAD MAGASI
Executive Engineer (W)
Keamery Town KW&SB

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

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


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

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

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

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

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



SHAF. MUHAMMAD MAGSI
Executive Engineer (W)
Ajman Town, KW&SC

Clause – 7: Payments.

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

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

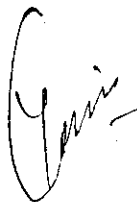
All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the




SHAFI MUHAMMAD MAGSI
Executive Engineer (W)
Keamery Town KW&SB

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

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

Clause-10: Quality Control.

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



SHAF MUHAMMAD MAGSI
Executive Engineer (W)
Roadway Town, KW&S

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

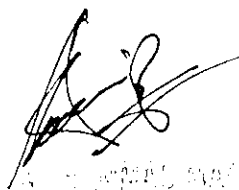
Clause - 11:

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

Clause - 12: Examination of work before covering up.

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

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




Contractor's Name
Address
City

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

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

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

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



SHAFI MUHAMMAD MAGSI
Executive Engineer (W)
Headquarters KWGSII

Clause -18: Financial Assistance /Advance Payment.

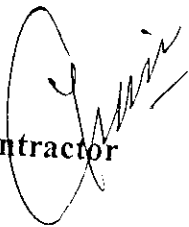
- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance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

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


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



Divisional Accountant



Contractor



Executive Engineer/Procuring Agency
SHAFI MUHAMMAD MAGSI
Executive Engineer (W)
Keamery Town KW&SB



KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IP&D)

BID EVALUATION REPORT


1	Name of Procuring Agency	KARACHI WATER & SEWERAGE BOARD
2	Tender Reference No	KWSB/DPR/2014/17 Published in i) The News on dated: 25/01/2014 and SPPRA Serial No.18745 I.D No. _____/2014
3	Tender Description/Name of Work/Item	REMOVAL OF CONTAMINATION BY PROVIDING LYAING PE PIPE 250 MM AT MOHAMMADI ROAD & PROVIDING FIXING C.I. SULICE VALVE AT SHERSHAH UC-NO.07 KEAMARI TOWN .
4	Method of Procurement	Single Stage (One Envelop)
5	Tender Published	Through Web Site / Press
6	Total Bid Documents Sold	02 Nos
7	Total Bid Received	02 Nos
8	Technical Bid Opening Date (if applicable)	N/A .
9	No. of Bid Technically Qualified (if applicable)	N/A .
10	Bid (s) rejected	Nil
11	Financial Bid Opening Date	20/2/2014

12 Bid Evaluation Report

S #	NAME OF FIRM OR BIDDER	COST OFFERED BY THE BIDDERS	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE/ REJECTION	REMARKS
1	M/s. Yasin Enterprises	Rs. 1,970,067/-	1st Lowest	@ 0.9277% Below	Substantially Responsive	P.O # 50606184 Dt: 20-01-2014 Rs.18,000/- P.O # 50606293 Dt: 18-02-2014 Rs.22,000/- Summit Bank Gulshan-e-Iqbal Br
2	M/s. Al-Hamza Enterprises	Rs. 1,976,722/-	2nd Lowest	@ 0.5929% Below	Substantially Responsive	P.O # 2230029 Dt: 09-01-2014 Rs.39,000/- P.O # 2230271 Dt: 18-02-2014 Rs.1,000/- Askari Bank Gulshan-e-Iqbal Br

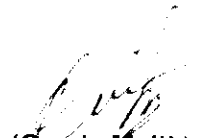
The all concerned bidder are being informed accordingly.

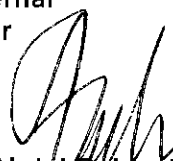
The E.E Concerned for compliance of rule 45 of SPPRA 2010 M/s. Yasin Enterprises. declared as the lowest responsive bidder by the Committee and recommended for Sanction from Competent Authority.


Arshad Ali
Accounts Officer (West)
Member/Secretary


(Saif-ul-Haque)
Additional Director Internal
Audit - KMC Member


(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member

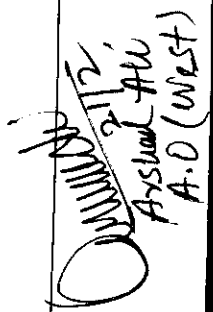

(Owais Malik)
Chief Engineer (West)
Member

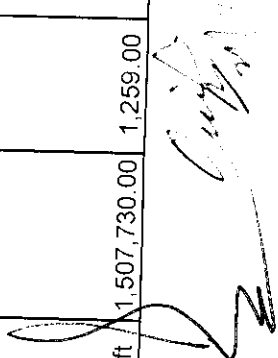

(Abdul Rahim Khattai)
Chief Engineer (IP&D),
id (Convener)

COMPARATIVE STATEMENT

NAME OF WORK: REMOVAL OF CONTAMINATION BY PROVIDING LYAING PE PIPE 250 MM AT MOHAMMADI ROAD & PROVIDING FIXING C.I. SULICE VALVE AT SHERSHAH UC-NO.07 KEAMARI TOWN

S.No	Description of Work	Engineer's Estimate			M/s. Yasin Enterprises		M/s. Al-Hamza Enterprises		
		Quantity	Rate	Unit	Amount	Rate	Amount	Rate	Amount
1	Excavation for pipe line trenches & pits wet soil clay of mud i/c trimming and dressing sides to true alignment & shapes leveling of bed trenches to correct level and grade cutting joint holes & disposal of surplus earth within a one chain as directed by Engineer incharge. Providing fence guards lights, flags, and temporary crossing for non-vehicular traffic where ever required lift upto 5ft (1.52m) and lead upto one chain(30.5m) 0'-5"								
2	Add for Additional lift of every 3 ft (5'8")	6000 Cft	5,400.00	% 0 Cft	32,400.00	5200	31,200.00	5,250.00	31,500.00
		3600 Cft	5,950.00	% 0 Cft	21,420.00	5800	20,880.00	5,895.00	21,222.00
3	Full hire charges of the pumping set i/c wages of driver and Assistant fuel electric energy plate from required for placing pump etc at lower depth with suction and delivery pipes for pumping out water at found at depth from trench including the cost of erection and dismantling after completion of the job 10-HP pumping out water from 10' deep trench.								
		30 Day	1,500.00	P/Day	45,000.00	1475	44250	1490	44,700.00
4	Providing Laying & fixing in trench i/c fitting Jointing & testing etc complete in all respect the high density polyethylene PE Pipes (HDPE-100) for W/S confirming ISO-4427 Din 8074/8075 B.S 3580 & PSI/ 3051 (PN-10) 250MM								
		1190 Rft	1,267.00	P/Rft	1,507,730.00	1,259.00	1498210	1262	1,501,780.00


Quaid-e-Azam
 Assistant A.E.
 A.O (West)


 Engineer

NAME OF WORK: REMOVAL OF CONTAMINATION BY PROVIDING LYAING PE PIPE 250 MM AT MOHAMMADI ROAD & PROVIDING FIXING C.I. SULICE VALVE AT SHERSHAH UC-NO.07 KEAMARI TOWN

S.No	Description of Work	Engineer's Estimate			M/s. Yasin Enterprises		M/s. Al-Hamza Enterprises		
		Quantity	Rate	Unit	Amount	Rate	Amount	Rate	Amount
5	C.I sluice heavy pattern (test-pressure 21.0Kg/Sq.Com or 300 Lbs/Sq inch). (imported) 10" Dia	6 Nos	27,690.00	Each	166,140.00	27495	164970	27500	165,000.00
6	Fixing of sluice valve with two tail pieces one end flange and one end socket with nuts and bolts rubber packing etc. 10" Dia	6 Nos	3,319.00	Each	19,914.00	3245	19470	3250	19,500.00
7	Construction of CC Block masonry chamber of size 4'x4'x4' (inside dimension) with 24"x24" CI cover frame weighting 65 Kg fixed RCC 1:2:4 slab 6" thick with steel 1/2" dia for main bar @ 6" C/C 1/4" @ 8" c/c distribution bar 6" thick CC 1:3:6 flooring 1/2" cement plaster 1:6 to all inside wall surface 1 feet deep upto roof slab including MS foot rest 5/8" dia bars every deep curing excavation dewatering and refilling etc complete.	6 Nos	28,357.00	Each	170,142.00	27950	167700	28000	168,000.00
8	Refilling the excavated stuff in trenches 6" thick layer i/c watering to full compaction etc complete.	9336.00 Cft	2,760.00	% 0 Cft	25,767.36	2505	23386.68	2680.00	25,020.48
	Total Quoted / Corrected Cost				1,988,513.36		1,970,066.68		1,976,722.48
	Say				1,988,513		1,970,067		1,976,722

Accounts Officer (West)
 Member/Secretary

(Owais Malik)
 Chief Engineer (West)
 Member

(Saif-ul-Haque)
 Additional Director Internal
 Audit - KMC Member

(Maqsood Ahmed Shaikh)
 Superintending Engineer (KMC)
 Member

(Abdul Rahim Khattfi)
 Chief Engineer (IPD), (Convener)



KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IP&D)

BID OPENING REPORT

1	Name of Procuring Agency	KARACHI WATER & SEWERAGE BOARD
2	Tender Reference No	KWSB/DPR/2014/17 Published in i) The News on dated: 25/01/2014 and SPPRA Serial No.18745 I.D No. /2014
3	Tender Description/Name of Work/Item	REMOVAL OF CONTAMINATION BY PROVIDING LYAING PE PIPE 250 MM AT MOHAMMADI ROAD & PROVIDING FIXING C.I. SULICE VALVE AT SHERSHAH UC-NO.07 KEAMARI TOWN
4	Method of Procurement	Single Stage (One Envelop)
5	Tender Published	Through Web Site / Press
6	Total Bid Documents Sold	02 Nos
7	Total Bid Received	02 Nos
8	Technical Bid Opening Date (if applicable)	N/A .
9	No. of Bid Technically Qualified (if applicable)	N/A .
10	Financial Bid Opening Date	20/2/2014
11	Bid Opening Report	

S #	NAME OF FIRM OR BIDDER	COST OFFERED BY THE BIDDERS	RANKING IN TERMS OF COST	REMARKS
1	M/s. Yasin Enterprises	Rs. 1,970,066/-	1st Lowest	P.O # 50606184 Dt: 20-01-2014 Rs.18,000/- P.O # 50606293 Dt: 18-02-2014 Rs 22,000/- Summit Bank Gulshan-e-Iqbal Br
2	M/s. Al-Hamza Enterprises	Rs. 1,976,722/-	2nd Lowest	P.O # 2230029 Dt: 09-01-2014 Rs.39,000/- P.O # 2230271 Dt: 18-02-2014 Rs.1,000/- Askari Bank Gulshan-e-Iqbal Br

M/s. Yasin Enterprises. declared as the lowest responsive bidder

(Accounts Officer (West)
Member/Secretary

(Saif-ul-Haque)
Additional Director Internal
Audit - KMC Member

(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member

(Owais Malik)
Chief Engineer (West)
Member

(Abdul Rahim Khatti)
Chief Engineer (IPD),
id (Convener)