

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: | Irrigation Department |
| 2) PROVINCIAL / LOCAL GOVT./OTHER | Provincial Government |
| 3) TITLE OF CONTRACT | Pipe Line from Village Raryar to Village Jarekhari" for the project "Shaheed Benazir Bhutto Sweet Water Project for Thar (Umerkot to Keetari) Providing water from Thar Wah of Umerkot to Keetari Taluka Chachro via Dhalo Jo Tar, Kaplore, Viklore Tar, Budha Sandha, Vechlo Par, Ratan Jo Tar and Constructing of Underground Reservoirs". |
| 4) TENDER NUMBER | No.BC/G-55/TFWSD/07 dt:19/12/2017. |
| 5) BRIEF DESCRIPTION OF CONTRACT | Supply of water for drinking purpose to different villages of Thar . |
| 6) FORUM THAT APPROVED THE SCHEME | PDWP / Secretary Irrigation Department Government of Sindh Karachi. |
| 7) TENDER ESTIMATED VALUE | 791.679 Million. |
| 8) ENGINEER'S ESTIMATE
(For civil works only) | 791.679 Million. |
| 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) | 12 Months |
| 10) TENDER OPENED ON (DATE & TIME) | 8/1/2018 at 02:00 PM. |
| 11) NUMBER OF TENDER DOCUMENTS SOLD
(Attach list of buyers) | Two Numbers |
| 12) NUMBER OF BID RECEIVED | Two Numbers |
| 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS | Two Numbers |
| 14) BID EVALUATION REPORT
(Enclose a copy) | Attached |
| 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER | M/S Haji Sirajuddin Soomro
74/4, Hamid Palaza Saddar, Cantt: Hyderabad |
| 16) CONTRACT AWARD PRICE | 937.519 Million |
| 17) RANK OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e 1st, 2nd, 3rd EVALUATION BID) | 1st |
| 18) METHOD OF PROCUREMENT USED:- (Tick one) | |
| a) SINGLE STAGE - ONE ENVELOPE PROCEDURE | <input checked="" type="checkbox"/> |
| b) SINGLE STAGE - TWO ENVELOPE PROCEDURE | <input type="checkbox"/> |
| c) TWO STAGE BIDDING PROCEDURE | <input type="checkbox"/> |
| d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE | <input type="checkbox"/> |

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT

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

Yes	SPPRA ID No. 35771
No	

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

Yes	Prequalification of Contractor Publication Daily "Express Turbine" 6-6-2017 Daily " Jang" 6-6-2017 Daily "Ibrat" 6-6-2017
No	

22) NATURE OF CONTRACT

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER EVALUATION CRITERIA
(If yes, enclose a copy)

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

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

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

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

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

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

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

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


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

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

Yes	
No	No


Executive Engineer
Thar Fresh Water Supply Division
Mirpurkhas

FOR OFFICE USE ONLY

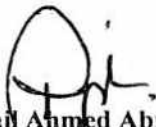
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BID EVALUATION REPORT


1	Name of Procuring Agency	Executive Engineer Thar Fresh Water Supply Division Mirpurkhas.
2	Tender Reference No.	Prequalification for Contractors invited vide No.PD/LBOD/AB/647 dated: 30/05/2017 and Corrigendum issued vide No.PD/LBOD/AB/681 dt:07/06/2017 & Bid invited to prequalified contractors vide No. BC/G-55/TFWSD/ 07 dated: 19/12/2017 (Sr.# 35771).
3	Name of work	"Pipe Line from Village Raryar to Village Jarekhari" for the Project Shaheed Benazir Bhutto Sweet Water Project for Thar (Umerkot to Keetari) Providing water from Thar Wah of Umerkot to Keetari Taluka Chachro via Dhalo Jo Tar, Kaplore, Viklore Tar, Budha Sandha, Vechlo Par, Ratan Jo Tar and Constructing of Underground Reservoirs
4	Method of Procurement	Single Stage one envelope procedure.
5	Tender Published	Pre-qualification published in Daily Newspapers The Express Tribune (English), Jung (Urdu), Ibrat (Sindhi), and Invitation of Bid uploaded on SPPRA web site.
6	Tender Bid Documents Sold	2 Nos.
7	Total Bid Received	2 Nos.
8	Bid Opening Date	08-01-2018
9	No. of Bid Qualified	2 Nos.
10	Bid Rejected	No any Bid rejected

S.#	Name of Firm / Bidder	Cost offered by the Bidders	Ranking in Terms of Cost	Comparison with Estimate	Reasons for Acceptance / Rejection	Remarks
1	2	3	4	5	6	7
1	M/S Haji Sirajuddin Soomro	937519685	1 st	18.42% above	1 st Lowest	Lowest Hence Accepted
2	M/S Thadani Enterprises	943337896	2 nd	19.15% above	2 nd Lowest	Rejected

MEMBER


 (Tufail Ahmed Abro)
 Regional Monitoring & Evaluation
 Officer Hyderabad P&D Department

CHAIRMAN


 (Mansoor Ahmed Memon)
 Project Director
 LBOD Project Hyderabad

SECRETARY / MEMBER


 (Shoaib Ahmed Sugrio)
 Executive Engineer
 Thar Fresh Water Supply Division
 Mirpurkhas


 CHIEF ENGINEER
 Irrigation Development Region-II
 Hyderabad.



**OFFICE OF THE EXECUTIVE ENGINEER
THAR FRESH WATER SUPPLY DIVISION MIRPURKHAS**

No.BC/G-55/TFWSD/28

Mirpurkhas Dated:

26 - 01 - 2018


To,

M/S Haji Sirajuddin Soomro
72 / 4, Hamid Plaza Saddar, Cantt:
Hyderabad


SUBJECT:- "PIPE LINE FROM VILLAGE RARYAR TO VILLAGE JAREKHARI" FOR THE PROJECT "SHAHEED BENAZIR BHUTTO SWEET WATER PROJECT FOR THAR (UMERKOT TO KEETARI) PROVIDING WATER FROM THAR WAH OF UMERKOT TO KEETARI TALUKA CHACHRO VIA DHALO JO TAR, KAPLORE, VIKLORE TAR, BUDHA SANDHA, VECHLO PAR, RATAN JO TAR AND CONSTRUCTING OF UNDERGROUND RESERVOIRS" ENGINEER ORDER TO COMMENCE WORK.

In pursuit of Letter of Acceptance No.BC/G-55/TFWSD/21 dated: 18/01/2018 issued to you by the undersigned for the work of "Pipe Line from Village Raryar to Village Jarekhari" for amount to **Rs:937519685/- Rupees (Nine hundred thirty seven million five hundred nineteen thousand six hundred eighty five)** only, you are hereby given notice to commence and proceed to the work within fourteen (14) days from date of receipt of this order and the completion period as per agreement is twelve (12) months.

You are requested to sign and date the receipt of this notice as attached hereto, in acknowledgement of your having received this order to commence.


**EXECUTIVE ENGINEER
THAR FRESH WATER SUPPLY DIVISION
MIRPURKHAS**

1. Copy f.w.cs to the Chief Engineer Irrigation Development Region-II Hyderabad for favour of kind information.
2. Copy f.w.cs to the Project Director LBOD Project Hyderabad for favour of kind information.
3. Copy forwarded to the Assistant Executive Engineer Thar Fresh Water Supply Division-I @ Umerkot.


**EXECUTIVE ENGINEER
THAR FRESH WATER SUPPLY DIVISION
MIRPURKHAS**

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 22nd day of January 2018 between Executive Engineer Thar Fresh Water Supply Division Mirpurkhas (hereinafter called the "Procuring Agency") of the one part and M/S Haji Sirajuddin Soomro (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works, "PIPE LINE FROM VILLAGE RARYAR TO VILLAGE JAREKHARIFOR THE PROJECT "SHAHEED BENAZIR BHUTTO SWEET WATER PROJECT FOR THAR (UMER KOT TO KEETARI) PROVIDING WATER FROM THAR WAH OF UMER KOT TO KEETARI TALUKA CHACHRO VIA DHALO JO TAR, KAPLORE, VIKLORE TAR, BUDHA SANDHA, VECHLO PAR, RATAN JO TAR AND CONSTRUCTING OF UNDERGROUND RESERVOIRS" 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 witnesseth 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 Contract Agreement
 - (b) The letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Special Stipulations (Appendix-A to Bid)
 - (e) The Special Condition of Contract-Part II
 - (f) The General Condition Part-I
 - (g) The priced Bill of Quantities (Appendix-D to Bid)
 - (h) The completed Appendices to Bid (B,C,E to L)
 - (i) The Drawings
 - (j) The Specifications
 - (k) _____ (any other)
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.


 Executive Engineer
 Thar Fresh Water Supply Division
 Mirpurkhas

[52]



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

[Handwritten Signature]
(Seal)



Signed, Sealed and Delivered in the presence of:

Witness:

[Handwritten Signature]
MOCHHI KHAN

(Name, Title and Address)

[Handwritten Signature]
Executive Engineer
Thar Fresh Water Supply Division
Mirpurkhas

(Seal)

Witness:

(Name, Title and Address)

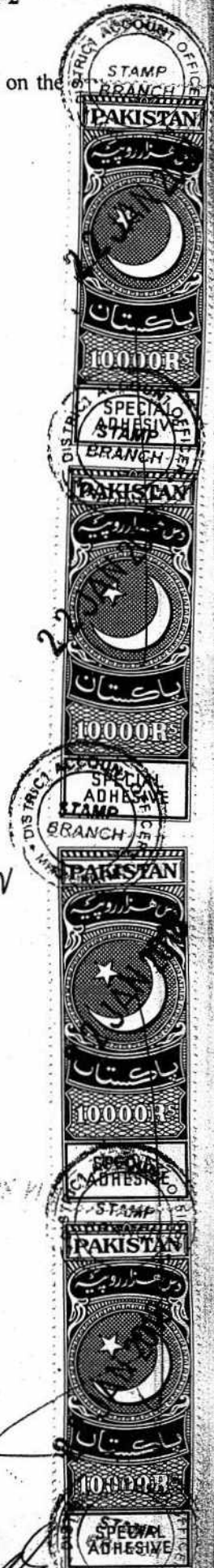


Recommended for
Rs. 937519685/-
[Handwritten Signature]

PROJECT DIRECTOR
LBOD, PROJECT
HYDERABAD

Approved

[Handwritten Signature]
CHIEF ENGINEER
Irrigation Development Region-II
Hyderabad.



**SUMMARY OF BID PRICE
BILL OF QUANTITIES**

S.# / B.O.Q	DESCRIPRION	AMOUNT
A)	PIPE LINE FROM VILLAGE RARYAR TO VILLAGE JAREKHARI FOR THE PROJECT "SHAHEED BENAZIR BHUTTO SWEET WATER PROJECT FOR THAR (UMER KOT TO KEETARI) PROVIDING WATER FROM THAR WAH OF UMER KOT TO KEETARI TALUKA CHACHRO VIA DHALO JO TAR, KAPLORE, VIKLORE TAR, BUDHA SANDHA, VECHLO PAR, RATAN JO TAR AND CONSTRUCTING OF UNDERGROUND RESERVOIRS"	
TOTAL COST Rs:-		937,519,685.00

In words Rupees :-

gms



[Signature]
Executive Engineer
Thar Fresh Water Supply Division
Mirpurkhas


BILL OF QUANTITIES (A)

Name of work:- **PIPE LINE FROM VILLAGE RARYAR TO VILLAGE JAREKHARI FOR THE PROJECT "SHAHEED BENAZIR BHUTTO SWEET WATER PROJECT FOR THAR (UMER KOT TO KEETARI) PROVIDING WATER FROM THAR WAH OF UMER KOT TO KEETARI TALUKA CHACHRO VIA DHALO JO TAR, KAPLORE, VIKLORE TAR, DUDHA SANDHA, VECHLO PAR, RATAN JO TAR AND CONSTRUCTING OF UNDERGROUND RESERVOIRS"**

S.#	DESCRIPTION	QUANTITY	RATE	UNIT	AMOUNT
1	Providing, Laying & Jointing Black Steel M.S Pipe with welding (Spirally welded). Manufacturing, Supplying & fixing black steel M.S Pipe made out of M.S Sheet confirming to API 5L grade X-42 or equivalent SS-400 Spirally Welded & Externally asphalt coated with fiber glass 5mm thick (3 Layers) & Internally C.C Lining 8mm thick (AWWA specification) i/c laying, jointing with Helical welding in trenches i/c cost of bends of any degree & testing with water specified pressure for different dia of pipe. (Spirally Welded)				
	(l) 7.1 mm Thick S.I.No: H, III,(b), P.No:32 P.H.E				
	(b) 24" dia	62320.00	7595	P.RR	473,320,400-
	(l) 7.1 mm Thick				
2	Providing, Laying and Jointing P.E Pipes. Providing, Laying & Fitting in trenches i/c fitting, jointing & testing etc complete in all respect the high density Polyethylene PE Pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. (PN 10) S.I.No: F, 1. P.No:26, P.H.E				
	(a) 160 mm PN 16	9840.0	910.96	P.RR	8,963,846-
	(b) 160 mm PN 10	9840.0	625.40	P.RR	6,153,936-
	(c) 225 mm PN 10	9840.0	1231.92	P.RR	12,122,093-
	(d) 260 mm PN 10	9840.0	1495	P.RR	14,710,800-
3	Supplying C.I Sluice heavy pattern	44.0	4290	Each	188,760-
4	Air valve double acting (H.M.S) 3" X 1" (M.R)	44.0	4500	Each	198,000-
5	Providing & fixing M.S Flange made of M.S plate having a thickness and total weight as mentioned against each item. It includes the cost of making holes, facing and welding, nuts, bolts, rubber packing, white lead, filter cartage etc complete. S.I.NO 8, P.NO:8 (M.S. Special) P.H.E				
	(b) 12" dia	26.0	2652	Each	68,952-
6	Providing, Laying, Jointing and testing G.I Pipe of standard approved quality with thickness 5.0 mm (G-6) with test pressure (725 PSI) (R.A. Approved)				
	4" dia	528.0	479.71	P.RR	253,287-



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 Executive Engineer
 Thar Fresh Water Supply Division
 Mirpurkhas

S.#	DESCRIPTION	QUANTITY	RATE	UNIT	AMOUNT
7	Jungle clearance and removing with in 100 ft (a) Light. S.I.NO: 4(a), P.NO:95	4592000.00	0.50	SN	2,296,000-
8	Engaging Dozer on Hire basis i/c POL for removing over burden, preparation of surfaces, . (Rate approved by M.D SIDA vide letter no: M.D/SIDA/DB-Comparative/5-37/ Thar/5030 dated 10-12-2014	12820.00	4000	P.Hr	51,280,000-
9	Excavation for pipe line in trenches, and pits in sandy soil i/c trimming and dressing sides to true alignment and shapes leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth within a one chain as directed by engineer incharge. Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft and lead upto one chain.	16662810.00	5.15	Cft	85,813,472-
10	Jointing C.I / M.S flanged pipes and special flanged inside a trench i/c supplying rubber packing of the required thickness nuts, bolts with washer etc and other tools required for jointing and testing the joints to specified pressure etc complete.				
	(h) 12" dia	29.00	3500	P.Joint	101500-
11	Re-filling the excavated stuff in trenches 6" thick layer i/c watering, ramming to full compaction etc complete.	11663967.00	4.20	Cft	48,988,661-
12	Excavations in foundation building and bridges and other structure i/c deg belling dressing refilling around structure with excavated earth watering and ramming lead up to 5 ft: in ordinary soil.	6336.0	5.15	Cft	32,630-
13	Cement concrete plain including placing compacting finishing curing complete including screening and washing of stone aggregate without shuttering 1:3:6.	2673.0	270	Cft	721,710-
14	Cement concrete plain including placing compacting finishing curing complete including screening and washing of stone aggregate without shuttering 1:2:4.	2997.50	280	Cft	839,300-
15	Erection and removal of centering for R.C.C or plain cement concrete works of Deodar wood (2nd-Class).	7675.25	350	SN	2,686,338-
				TOTAL:-	937,519,685-





 Executive Engineer
 Thar Fresh Water Supply Division
 Mirpurkhas

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 22nd day of January 20 18 between Executive Engineer Thar Fresh Water Supply Division Mirpurkhas (hereinafter called the "Procuring Agency") of the one part and M/S Haji Sirajuddin Soomro (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works, "PIPE LINE FROM VILLAGE RARYAR TO VILLAGE JAREKHARIFOR THE PROJECT "SHAHEED BENAZIR BHUTTO SWEET WATER PROJECT FOR THAR (UMER KOT TO KEETAR) PROVIDING WATER FROM THAR WAH OF UMER KOT TO KEETARI TALUKA CHACHRO VIA DHALO JO TAR, KAPLORE, VIKLORE TAR, BUDHA SANDHA, VECHLO PAR, RATAN JO TAR AND CONSTRUCTING OF UNDERGROUND RESERVOIRS" 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 witnesseth 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 Contract Agreement
 - (b) The letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Special Stipulations (Appendix-A to Bid)
 - (e) The Special Condition of Contract-Part II
 - (f) The General Condition Part-I
 - (g) The priced Bill of Quantities (Appendix-D to Bid)
 - (h) The completed Appendices to Bid (B,C,E to L)
 - (i) The Drawings
 - (j) The Specifications
 - (k) _____ (any other)
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.


 Executive Engineer
 Thar Fresh Water Supply Division
 Mirpurkhas

[52]



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

[Handwritten Signature]

(Seal)



Signed, Sealed and delivered in the presence of:

Witness:

[Handwritten Signature]
MOCHHI KHAN

(Name, Title and Address)

[Handwritten Signature]

Executive Engineer
Thar Fresh Water Supply Division
Mirpurkhas

(Seal)

Witness:

(Name, Title and Address)

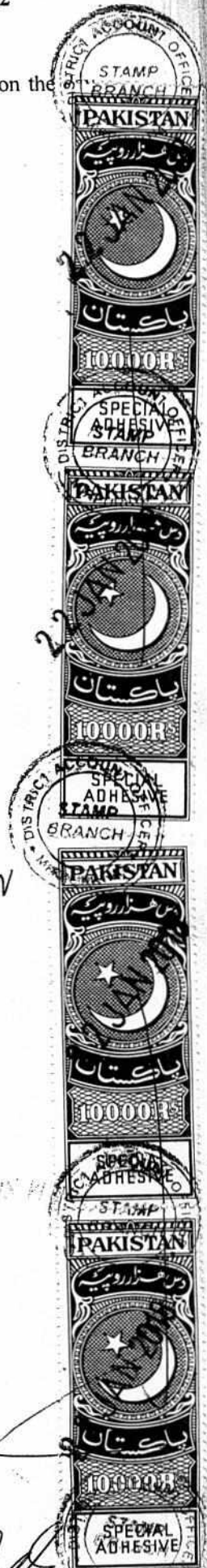


Recommended for
Rs=93,751,968/-
[Handwritten Signature]

PROJECT DIRECTOR
LBOD, PROJECT
HYDERABAD

Approved

[Handwritten Signature]
CHIEF ENGINEER
Irrigation Development Region-II
Hyderabad.



DISTRICT ACCOUNTS OFFICE
MIRPURKHAS (S D K)

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. 28 Dated 26.1.2018

Contract Value Rs. 937519685/-

Contract Title: PIPE LINE FROM VILLAGE RARYAR TO VILLAGE JAREKHARIFOR THE PROJECT "SHAHEED BENAZIR BHUTTO SWEET WATER PROJECT FOR THAR (UMER KOT TO KEETARI) PROVIDING WATER FROM THAR WAH OF UMER KOT TO KEETARI TALUKA CHACHRO VIA DHALO JO TAR, KAPLORE, VIKLORE TAR, BUDHA SANDHA, VECHLO PAR, RATAN JO TAR AND CONSTRUCTING OF UNDERGROUND RESERVOIRS"

M/S. Haji Sirajuddin Soomro 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 Sindh or any administrative sub division or agency thereof or any other entity owned or controlled by it (GOS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/S. Haji Sirajuddin Soomro 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, from Procuring Agency except that which has been expressly declared pursuant hereto.

M/S. Haji Sirajuddin Soomro accepts full responsibility and strict liability 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/S. Haji Sirajuddin Soomro 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard M/S. Haji Sirajuddin Soomro agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/S. Haji Sirajuddin Soomro 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 PA.


Executive Engineer
Thar Fresh Water Supply Division
Muzaffargarh



35771

Contact / Bidding Data

Instructions to Bidders

Clause Reference

- 1.1 Name and address of the procuring agency: **Executive Engineer Thar Fresh Water Supply Division Mirpurkhas.**
- 1.2 Name of the Project and Summary of the works: **PIPE LINE FROM VILLAGE RARYAR TO VILLAGE JAREKHARI FOR THE PROJECT "SHAHEED BENAZIR BHUTTO SWEET WATER PROJECT FOR THAR (UMER KOT TO KEETARI) PROVIDING WATER FROM THAR WAH OF UMER KOT TO KEETARI TALUKA CHACHRO VIA DHALO JO TAR, KAPLORE, VIKLORE TAR, BUDHA SANDHA, VECHLO PAR, RATAN JO TAR AND CONSTRUCTING OF UNDERGROUND RESERVOIRS"**
- 2.1 Name of the Borrower / Source of Financing /Funding Agency / Funding Source; **Government of Sindh (ADP Scheme)**
- 2.1 Amount and Type of Financing/Scheme Cost and Allocated Funds, **Rs: 845.33 Million (Provincial ADP)**
- 8.1 Time limit for clarification: **Not later than 05 working days prior to last date of submission**
- 10.1 Bid language: **English**

- 11.1 (a) Prequalification Information to be updated (where applicable):
- i. Evidence of Access to financial resources
 - ii. Latest status of financial resources
 - iii. Work awarded during the interim period.
 - iv. Availability of essential critical equipment.
 - v. Information about litigation presently in process.
- 11.1 (b) Furnish and Technical Proposal (in case of two envelope method) or Company Profile in single stage single envelope: **Profile in single stage single envelope.**

The bidder has to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the works



[24]

[Signature]
 Executive Engineer
 Thar Fresh Water Supply Division
 Mirpurkhas

- 13.1 Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency they require, if applicable. **Pak Rupees.**
- 14.1 Period of Bid Validity: **90 days after submission of bid.**
- 15.1 Amount of Bid Security: **The amount of bid security in Pakistani Rupees shall not be less than 2% of the bid price in the form of pay order in the name of procuring agency.**
- 17.1 Venue, time, and date of the pre-Bid meeting:
- 18.4 Number of copies of the bid to be completed and returned: **The bidder has to complete and submit one original and one copy.**
- 19.2 (a) Procuring Agency's address for the purpose of bid submission: **Executive Engineer Thar Fresh Water Supply Division Mirpurkhas..**
- (b) Name and Identification Number of the Contract: **PIPE LINE FROM VILLAGE RARYAR TO VILLAGE JAREKHARI FOR THE PROJECT "SHAHEED BENAHER BHUTTO SWEET WATER PROJECT FOR THAR (UMER KOT TO KEETARI) PROVIDING WATER FROM THAR WAH OF UMER KOT TO KEETARI TALUKA CHACHRO VIA DHALO JO TAR, KAPLORE, VIKLORE TAR, BUDHA SANDHA, VECHLO PAR, RATAN JO TAR AND CONSTRUCTING OF UNDERGROUND RESERVOIRS"**
- 20.1 (a) Deadline for submission of bids: **13:00 Hours on 08/01/2018.**
- (b) Venue, time, and date of bid opening: **Office of the Executive Engineer Thar Fresh Water Supply Division Mirpurkhas., at 14:00 PM on 08/01/2018**
- 32.1 Standard form and amount of Performance Security acceptable to the procuring agency: **The performance security shall be in the form of unconditional Bank Guarantee from schedule Bank of Pakistan as per standard form provided for an amount of 5% of the contract price.**


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32.3 Stamp duty

0.35 % will be paid by successful bidder as stamp duty.

[% will depend upon the rules]



Executive Engineer
Thar Fresh Water Supply Division
Girpur, Thar

35771

CA-1

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 22nd day of January 2018 between Executive Engineer Thar Fresh Water Supply Division Mirpurkhas (hereinafter called the "Procuring Agency") of the one part and M/S Haji Sirajuddin Soomro (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works, "PIPE LINE FROM VILLAGE RARYAR TO VILLAGE JAREKHARIFOR THE PROJECT "SHAHEED BENAZIR BHUTTO SWEET WATER PROJECT FOR THAR (UMER KOT TO KEETARI) PROVIDING WATER FROM THAR WAH OF UMER KOT TO KEETARI TALUKA CHACHRO VIA DHALO JO TAR, KAPLORE, VIKLORE TAR, BUDHA SANDHA, VECHLO PAR, RATAN JO TAR AND CONSTRUCTING OF UNDERGROUND RESERVOIRS" 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 witnesseth 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 Contract Agreement
 - (b) The letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Special Stipulations (Appendix-A to Bid)
 - (e) The Special Condition of Contract-Part II
 - (f) The General Condition Part-I
 - (g) The priced Bill of Quantities (Appendix-D to Bid)
 - (h) The completed Appendices to Bid (B,C,E to L)
 - (i) The Drawings
 - (j) The Specifications
 - (k) _____ (any other)
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.


Executive Engineer
Thar Fresh Water Supply Division
Mirpurkhas

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DISTRICT OFFICER
MIRPURKHAS (S.D.K.)

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

[Handwritten Signature]

(Seal)



Signed, Sealed and Delivered in the presence of:

Witness:
[Handwritten Signature]
BANOCHI KHAN

(Name, Title and Address)

[Handwritten Signature]
Executive Engineer
Thar Fresh Water Supply Division
Mirpurkhas

(Seal)

Witness:

(Name, Title and Address)



Recommended for
Rs. 937519685/-
[Handwritten Signature]

PROJECT DIRECTOR
LBOD, PROJECT
HYDERABAD

Approved

[Handwritten Signature]
CHIEF ENGINEER
Irrigation Development Region-II
Hyderabad.

[53]

[Handwritten Signature]
DISTRICT ACCOUNTS OFFICER
MIRPURKHAS (S D K)





DISTRICT OFFICE
MIRPURKHAS (S.D.K.)

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Procuring Agency') has entered into a Contract for _____ (Particulars of Contract) with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees _____ (Rs _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Procuring Agency has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____ (Scheduled Bank in Pakistan) (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the **procuring agency** agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract, and if he fails and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier. (Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

[Handwritten Signature]

Executive Engineer
The Fresh Water Supply Division
Mirpurkhas

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[Handwritten Signature]
DISTRICT ACCOUNTS OFFICE
MIRPURKHAS (S.D.K.)





DISTRICT ACCOUNTS OFFICER
MIRPURKHAS (S D K)

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____
Corporate Secretary (Seal)

2. _____
(Name Title & Address) Corporate Guarantor (Seal)



[Signature]
Executive Engineer
The Fresh Water Supply Division
Mirpurkhas

[Signature]
DISTRICT ACCOUNTS OFFICER
MIRPURKHAS (S D K.)

INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the day of 20..... BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

(Here enter (the description of the works).)

AND WHEREAS the contractor has applied to the for an advance to him of Rupees (Rs.) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (B). the said works signed by the contractor

Fin R.Form.17.A

On and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... (Rs.) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

- (1) That the said sum of Rupees. Rs.) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
(2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive, a further advance on the security of materials, which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

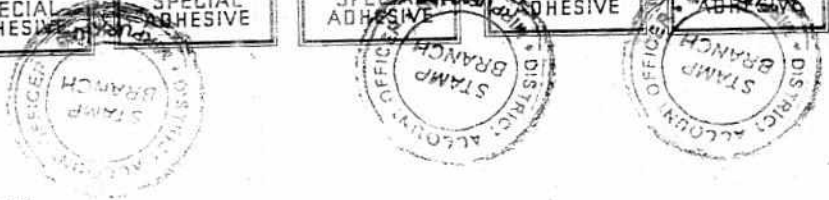
Executive Engineer
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MIRPURKHAS (S D K)



(3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at the rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees (Rs.) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not, withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.



Executive Engineer
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[Signature]
DISTRICT ACCOUNTS OFFICER
MIRPURKHAS S.D.K.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best :-

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.

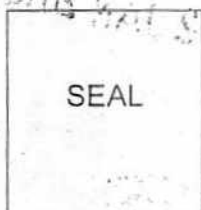
(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the said advance shall not be payable.

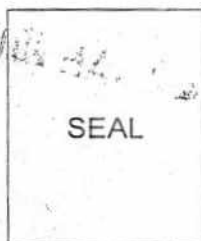
(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Singed, sealed and delivered by*
In the presence of



1st witness
2nd witness

Signed, sealed and delivered by*
In the presence of



1st witness
2nd witness




Executive Engineer
Thar Fresh Water Supply Division
Mirpurkhas



DISTRICT ACCOUNTS OFFICER
MIRPURKHAHS D.K.

Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

- (a) Part I - General Conditions of Contract
- (b) Part II - Special Conditions of Contract

Over the years, a number of "model" General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation International des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the harmonized Edition March 2006).

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the procuring agency. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all civil works will ensure comprehensiveness of coverage, better balance of rights or obligations between procuring agency and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC General Conditions of Contract for reference purpose only which cannot be used by the users for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.*

* Add the following text if the bidding documents, as issued, do not include a copy:

"Copies of the FIDIC Conditions of Contract can be obtained from:

To request such permission please contact:

FIDIC CASE POSTALE, CH-1215 Switzerland;

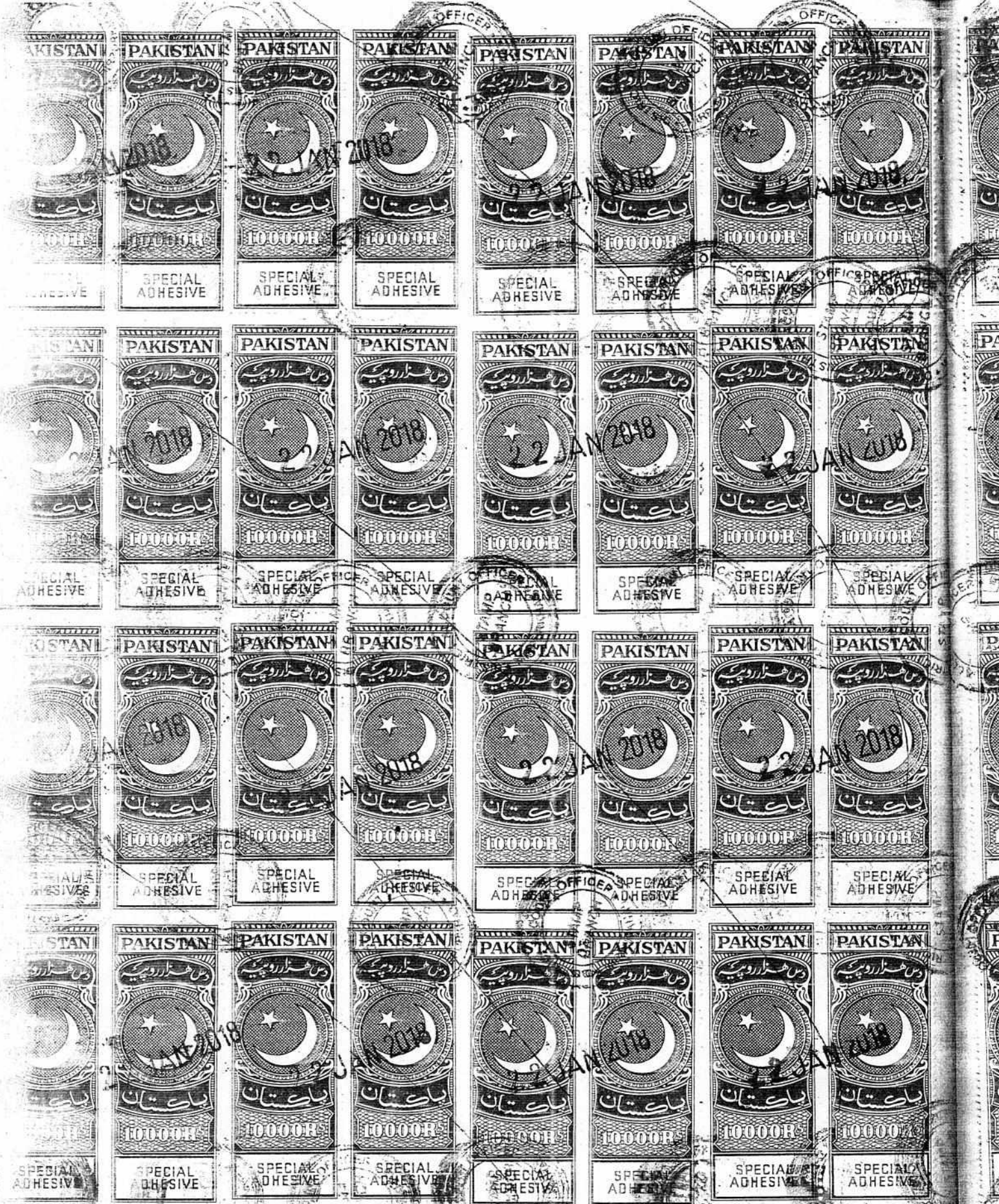
Tel. +41 22 799 49 00;

Fax; +41 22 799 49 01

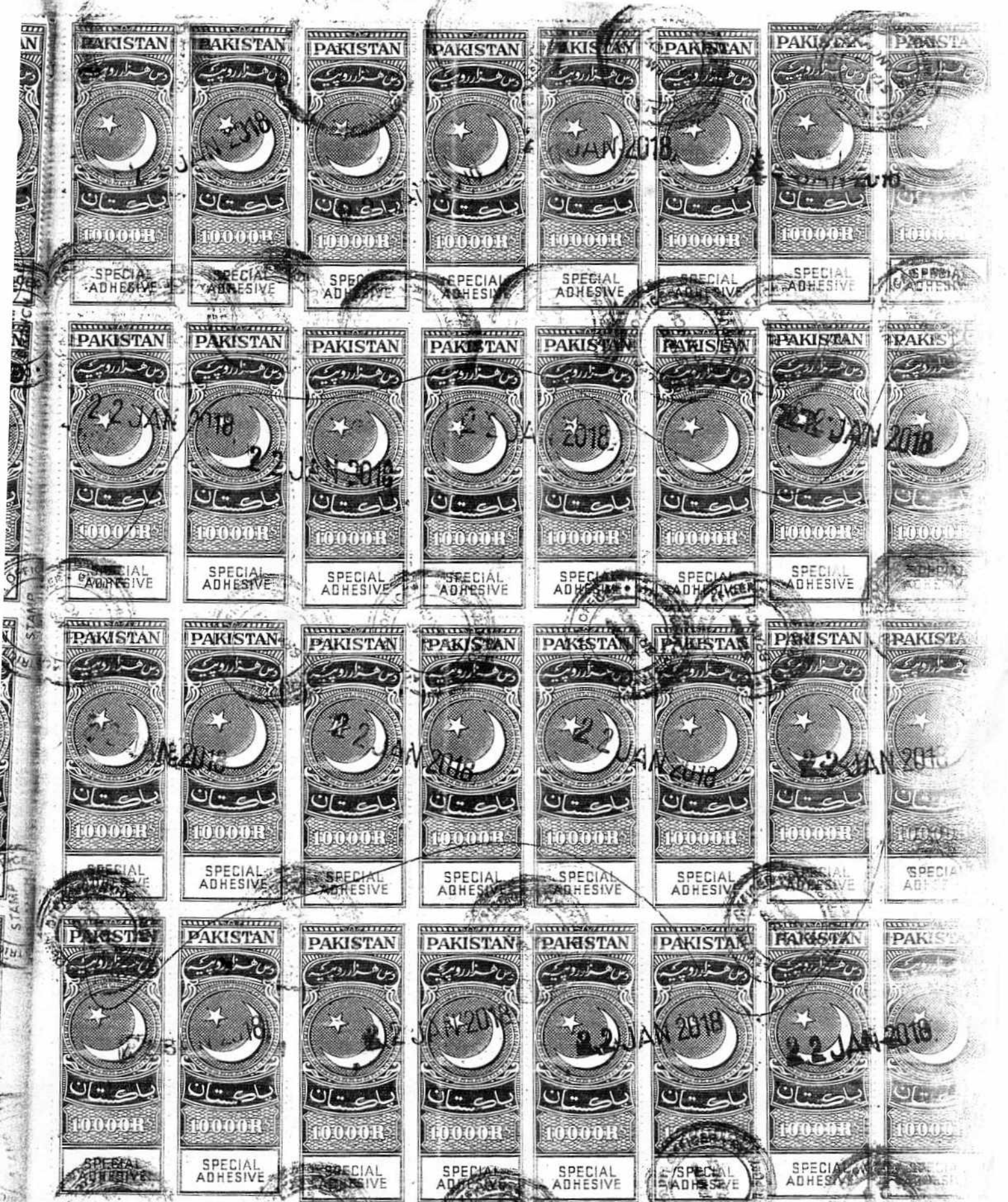
E-mail: fidic@fidic.org.




Executive Engineer
Thar Fresh Water Supply Division
Mirpurkhas



DISTRICT AG. *[Signature]* OFFICE
MIRPURKHAS (S.D.K.)



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DISTRICT ACCOUNTS OFFICER,
MIRPURKHAS S D K.



POST OFFICE
DISTRICT ACCOUNTS OFFICE