



KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE EXECUTIVE ENGINEER
KARACHI DIVISION CIVIL-I (BWS), KW&SB


BID EVALUATION REPORT

1	Name of Procuring Agency :	<u>KARACHI WATER & SEWERAGE BOARD</u>
2	Tender Reference No:	<u>CDGK/ADVT/KW&SB/763/11</u> <u>KW&SB/DPR/2011/79</u>
3	Tender Description/Name of Work/Item:	<u>EMERGENT REPAIR OF LEAKAGES OF 84" DIA PRCC PIPE 1ST PHASE INSIDE OF KARACHI UNIVERSITY SYPHON NO.19</u>
4	Estimated Cost:	Rs. 6,11,617/-
5	Method of Procurement:	Through Press (Single envelope system) (Print & Electronic Media (SPPRA ID No. & News Papers names with dates)
6	Tender Published:	The Financial Daily, AMN, Awami Awaz dated:12-06-2011 S.No.9236 SPPRA ID No. /2011
7	Total Bid Documents Sold:	<u>03 Nos</u>
8	Total Bid Received:	<u>03 Nos</u>
9	Bid (s) Rejected:	<u>Nil</u>
10	Bid Opening Date:	<u>28-06-2011</u>


S #	Name of Firm / Bidder	COST OFFERED BY THE BIDDERS	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE/ REJECTION	REMARKS
1	M/s. Riaz & Co.	7,64,517.72	3 rd	@25.00% Above	Responsive Bid	--
2	M/s. Farooq Engg. Works.	7,03,355.66 after rebate 13% Rs.6,11,919/-	1 st	@0.05% Above	Responsive Bid	Rebate letter attached with tender documents
3	M/s. Hamza Associates.	7,33,936.69	2 nd	@20% Above	Responsive Bid	--

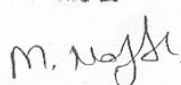
All concerned bidders are being informed accordingly.


M/s.Farooq Engg. Works was declared as the lowest responsive bidders.


 RIAZ Ahmed Officer (B.T)
 Accounts Secretary
 K.W.&S.B.


 S. E. (Bulk Water Supply)
 Supt. Member
 Design & Estimate Circle
 K.W.&S.B.


 S. E. (Design & Estimate)
 Superintending Engineer, (C)
 Design & Estimate
 K.W.&S.B.


 Chief Engineer (BT)
 Member


 Chief Engineer (IPD)
 Convener
 Chief
 K.W.&S.B.

C.C to:-
 - Chief Engineer
 - All Participants
 - Bidders
 Karachi Water & Sew. Board

AGREEMENT

THIS AGREEMENT made this 2nd day of February, 2012 BETWEEN - KW&SB and Contractor M/s. Farooq Engineering Co. for executing the work of "EMERGENT REPAIR OF 84" DIA PRCC TRUNK MAIN LINE (EXTERNAL VATTA) IN KARACHI UNIVERSITY", under SPPR Rule 2010 on item rate basis costing of Rs.6,11,919/- (Rupees Six Lac Eleven Thousand Nine Hundred Nineteen Only) on the assessed rate of Evaluation Committee vide Para 38/N to 45/N duly approved by the M.D., KWSB vide Para No.57/N and Financial Concurrence accorded by Finance Department against B.G No. 6083-29 for the year 2010-2011 as per Para 65/N to 76/N.

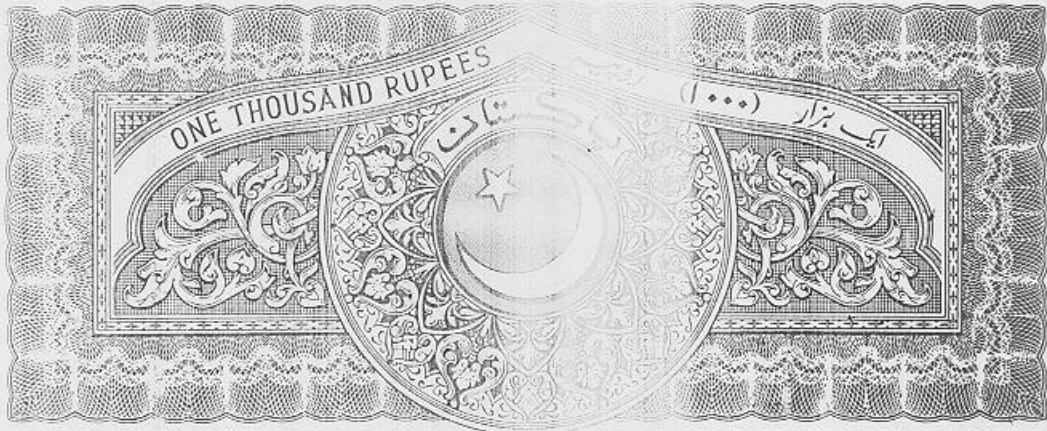
The following documents are part of this agreement.

- a) Bill of Quality(B.O.Q)
- b) Estimate.
- c) Drawings.
- d) Sanction Order vide No. PACE(BT&D)/KW&SB/2011/ dated:
- e) General directions and conditions of contractor for works on percentage tender (Central PWD code, paragraph-89 for the guideness of contractor and its Annexure.

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

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

Cont..P/2



STAMP OFFICE CITY COURTS KARACHI
 Issued to Mahid Mahmood
 Company Card No. 12
 D.S.R. No. 1 Date 5/1/12
 Serial 22 Date 5/1/12
 L. No. 1 Date 5/1/12

Page # 2)

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

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

[Signature]
 M/s. Farooq Engineering Co.
 CONTRACTOR

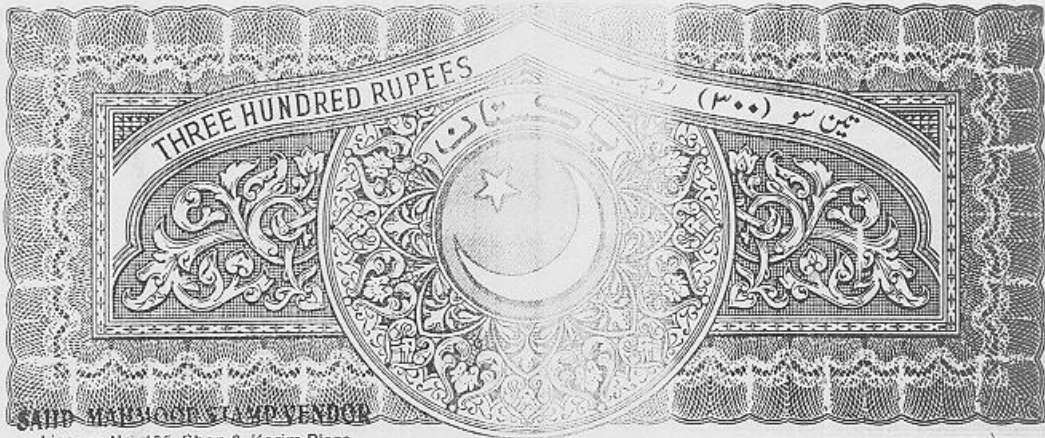
[Signature]
 Executive Engineer
 (KDC-I), KW&SB.

[Signature]
 Superintending Engineer,
 (BWSC), KW&SB.

[Signature]
 C. E. (S.P.D.)

PAKISTAN

300 RS.



SAID MAIL JODI TO THE VENDOR

Licence No. 105, Shop 3, Karim Plaza
Block-19, Civic Centre, Ghan-e-Iqbal, Karachi

S.No. 2170 Date.....

ISSUED TO WITH ADDRESS.....

THROUGH WITH ADDRESS.....

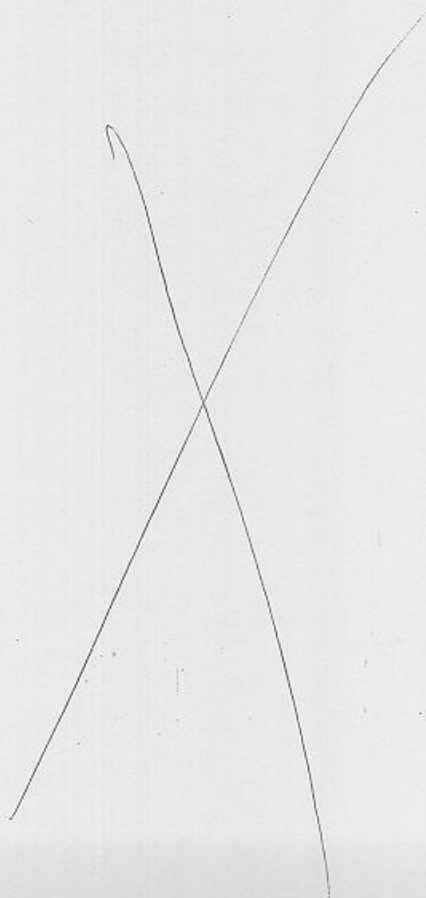
PURPOSE.....

VALUE RS.....

STAMP VENDOR'S SIGNATURE.....

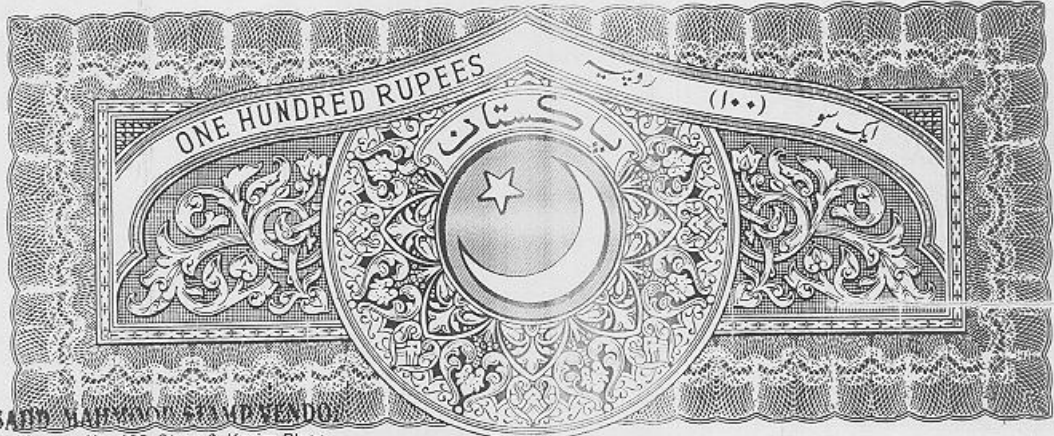
25 JAN 2012

*Mrs. Shahida Bano
Lawyer*



PAKISTAN

100 RS.



SAYYID HASANULLAH HANDELO

Licence No. 105, Shop 8, Karim Plaza

Block-14, Civic Centre, Clifton, Karachi

S.No. 102 Date 25 JAN 2012

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

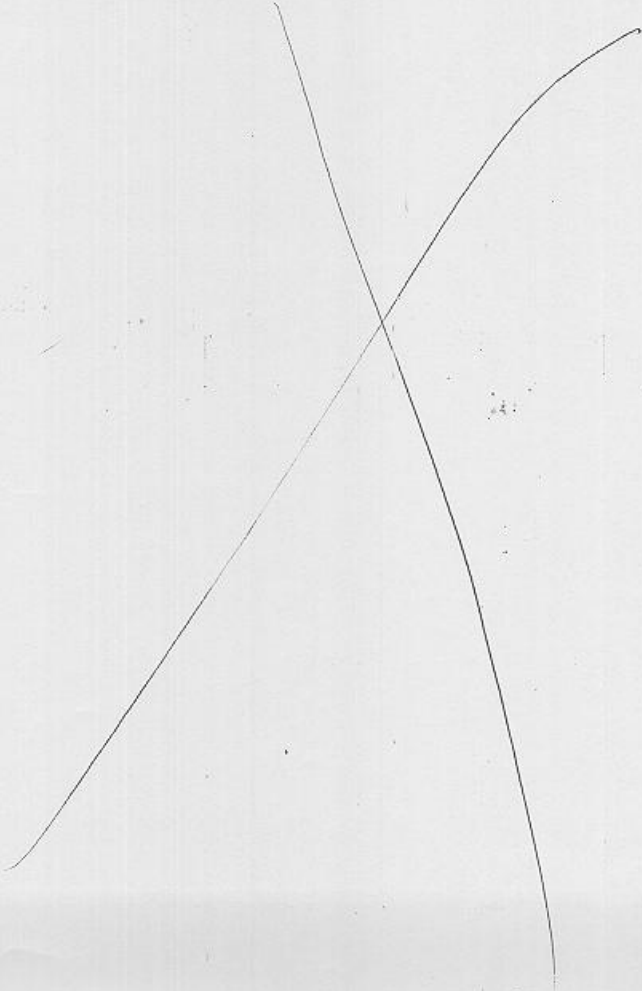
PURPOSE

VALUE

STAMP VENDOR'S SIGNATURE

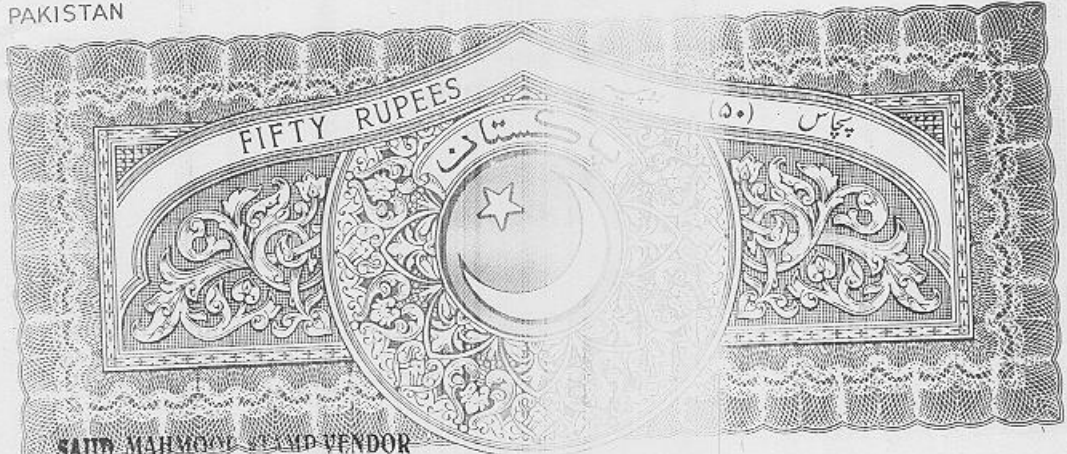
ABDOL GHANI
 Clear
 Karachi

25 JAN 2012



PAKISTAN

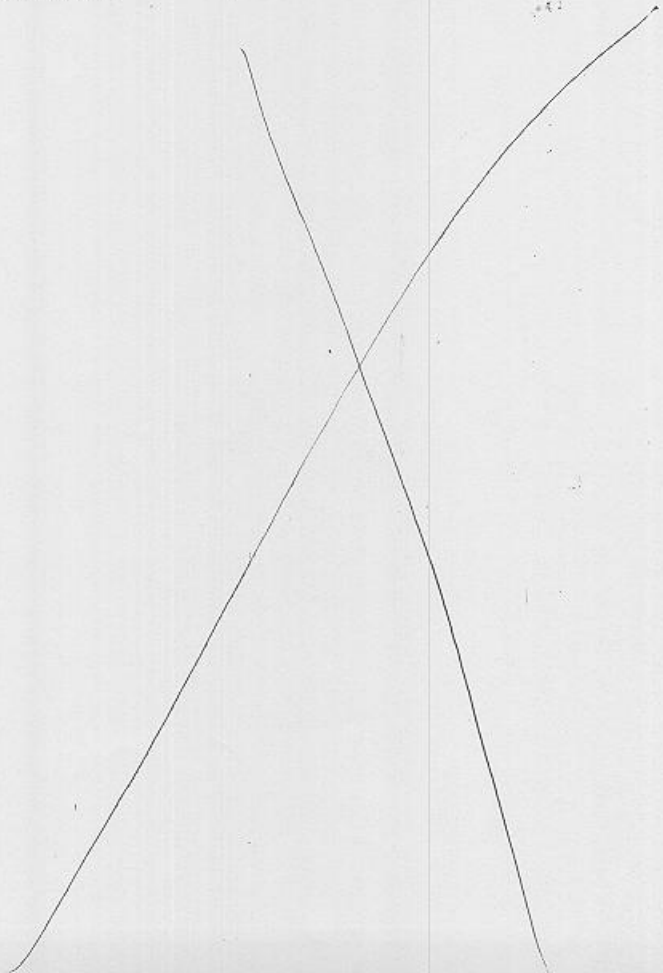
50 RS.

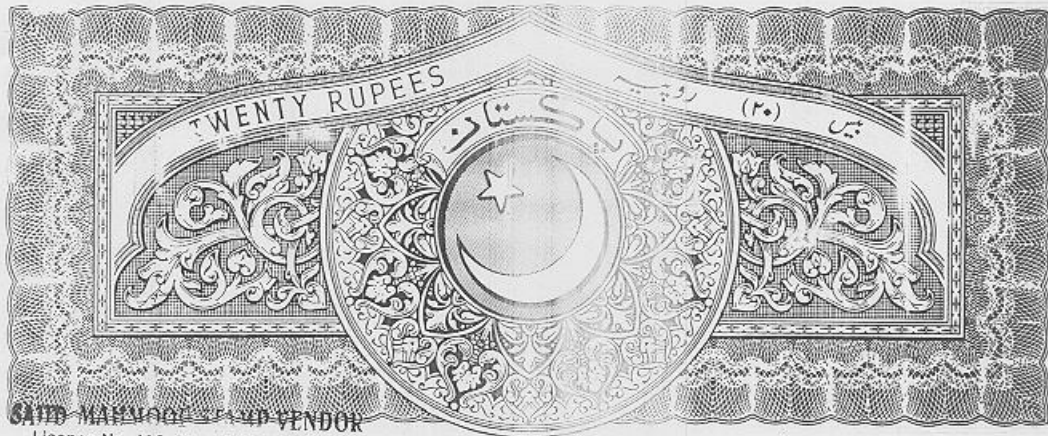


SAYID MAHMOOD SAID VENDOR
 Licence No. 105 Shop 8, Karim Plaza
 Block 4, Jinnah Colony, Ghasanvi Road
 S. P. O. Date.....
 ISSUED THROUGH ADDRESS.....
 THROUGH.....
 PURCHASED.....
 VALUE..... ATTACHED.....
 STAMP WITH YOUR SIGNATURE.....

*Zahid Ahmed Khan
 Advocate*

25 JAN 2012





SAMD MAHMOOD - VENDOR

Licence No. 145, Shop 8, Karim Plaza

Block 4, Phase 2, G.D. Road, G.D. Road, e-Iqbal, Karachi

S.No. 5061 Date 24 JAN 2012

ISSUED TO WITH ADDRESS.....

THROUGH WITH ADDRESS.....

PURPOSE.....

VALUE IN ATTACHED.....

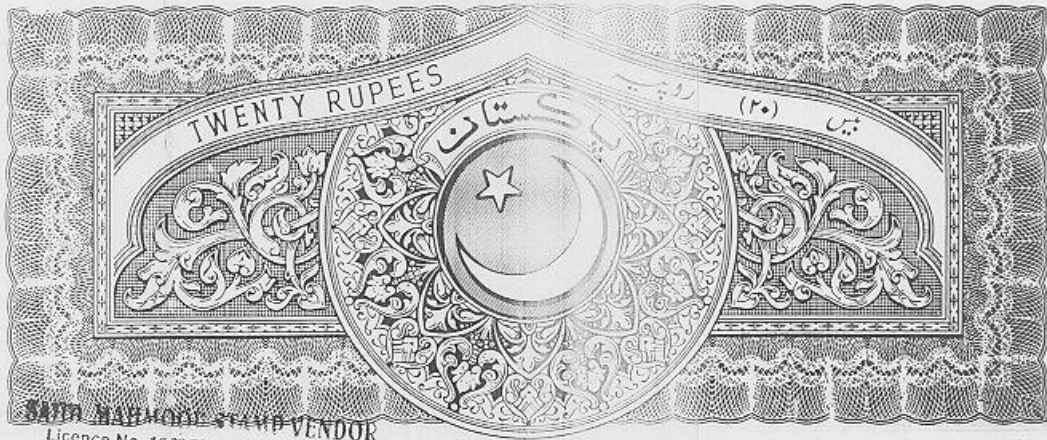
THAT VENDOR'S SIGNATURE.....

24 JAN 2012

Toheib Ahmed Khan Advocate

PAKISTAN

20RS.



SADR NAHMUDI STAMP VENDOR

Licence No. 1077 Shon 8, Karim Plaza
Block 4, C.I.C. 4th Floor, Istafat Karachi

S.No. 1077 Date:

ISSUED TO WITH ADDRESS.....

THROUGH, AND ADDRESS.....

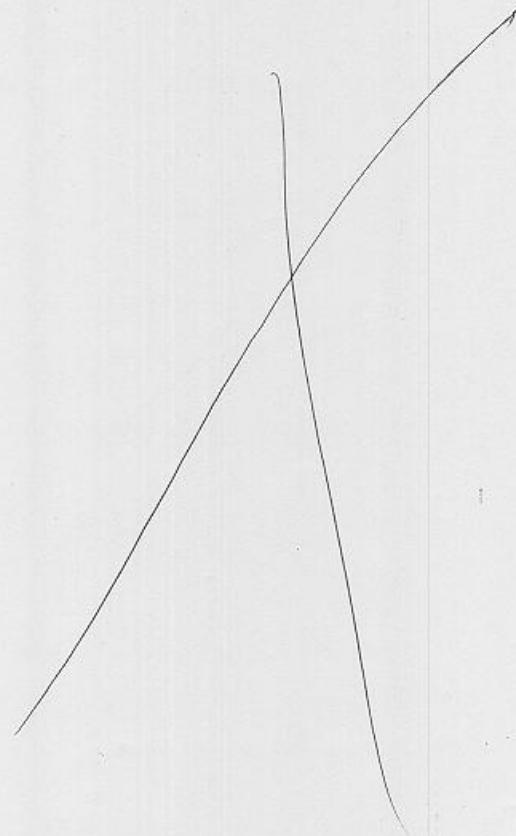
PURPOSE.....

VALUE IN ATTACHED.....

STAMP VENDOR'S SIGNATURE.....

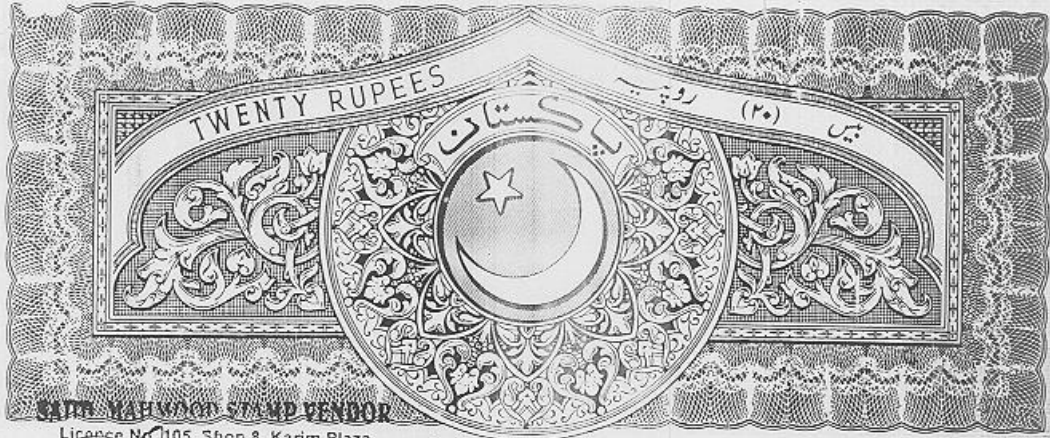
Zohaib Ahmad Khan
Advocate.

24 JAN 2012



PAKISTAN

20 RS.



SADIK MAHMOOD STAMP VENDOR

License No. 105, Shop 8, Karim Plaza

Block 10, D.I. Khan, Feroz Road, Iqbal, Karachi

S.No. Date

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

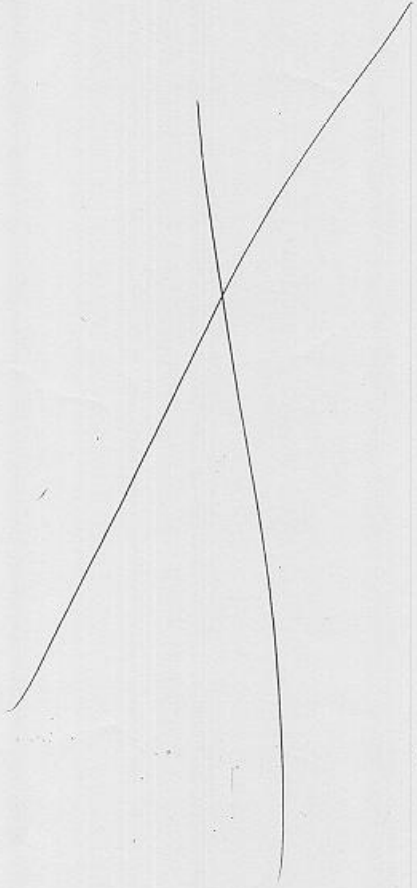
PURPOSE

VALUES ATTACHED

STAMP VENDOR'S SIGNATURE

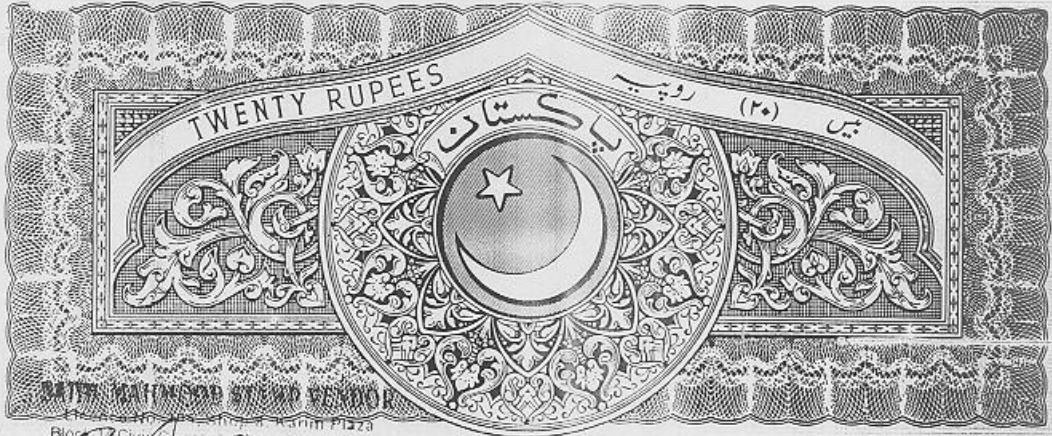
24 JAN 2012

Sohail Ahmad Khan
Advocate.



PAKISTAN

20 RS.



STAMP VENDOR'S SIGNATURE

Block of stamps for sale at Karim Plaza
 S No. 22705
 ISSUED TO: M. J. Khan
 THROUGH WH. ADDRESS: ...
 PURPOSE: ...
 VALUE RS. ...
 STAMP VENDOR'S SIGNATURE: ...

24 JAN 2008

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**KARACHI WATER AND SEWERAGE BOARD
OFFICE OF THE CHIEF ENGINEER
BULK TRANSMISSION WING**

NO: P.A.CE(B.T)/Actt./KW&SB/2012/05

Dated: 2-2-12

To,

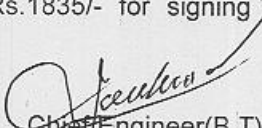
M/s. Farooq Engineering Co.,
House # 1287, Block-8,
Azizabad, F.B. Area,
Karachi.

LETTER OF ACCEPTANCE

SUBJECT: EMERGENT REPAIR OF 84" DIA PRCC TRUNK MAIN LINE
(EXTERNAL VATTA) IN KARACHI UNIVERSITY.

Sanction of Rs.6,11,919/- (Rupees Six Lac Eleven Thousand Nine Hundred Nineteen Only) is hereby accorded to award the above work to M/s. Farooq Engineering Co. on the assessed rate of Evaluation Committee vide Para 38/N to 45/N duly approved by the M.D., KWSB vide Para No.57/N and Financial Concurrence accorded by Finance Department as per Para 65/N to 76/N. The expenditure is chargeable to Head of Account No. 6083-29. 2% Earnest money is hereby treated as performance security and balance 8% will be deducted from bill.

You are therefore, directed to attend the office of the undersigned alongwith non judicial stamp paper @ 0.30% of Rs.1835/- for signing the agreement.


Chief Engineer(B.T)
KW&SB

Copy to:-

All concerned.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

Standard Bidding Document is intended as a model for measurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to measurements contracts.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer** Any person who submits a tender shall fill up the usual

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

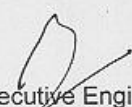
6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If

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

BIDDING DATA

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

- (b). Brief Description of Works EMERGENCY REPAIR OF 84" DIA PRCC TRUNK MAIN LINE (EXTERNAL VATTA) IN KARACHI UNIVERSITY.
- (c). Procuring Agency's address:- BLOCK "B" 9TH MILE KARSAN, NEAR AWAMI MARKET.
- (d). Estimated Cost:- Rs. 6,11,617/-
- (e). Amount of Bid Security:- 2% OF BID COST. (Fill in lump sum amount Or in % of bid amount / estimated cost, but not exceeding 5 %)
- (f). Period of Bid Validity (90 days):-
- (g). Security Deposit:- (including bid Security):- 10% including Bid Security.
(In % age of bid amount / estimated cost equal to 10 %).
- (h). Percentage, if any, to be deducted from bills:- 1 ½% WATER CHARGES
- (i). Deadline for issuance of Bids along with time :- 28-06-2011.
- (j). Deadline for submission of Bids along with time :- 28-06-2011 at 11:00 A.M
- (k). Venue, Time, and Date of Bid Opening :- IN THE ROOM OF C.E(IPD) / CONVENER OF PROCUREMENT COMMITTEE-1, AT BLOCK "B" 9TH MILE ON 28-06-2011 AT 11:30 AM.
- (l). Time for Completion from written order of commence:- 30 DAYS
- (L). Liquidity damages 0.05 of Estimated Cost of Bid cost per day of delay, but total not exceeding 10% ob bid cost.


Executive Engineer,
K.D(C-I), 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 his 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 be 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 work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the 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

(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,

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

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

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

Clause-10: Quality Control.

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

- (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 therefore.

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

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.

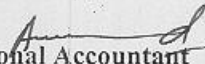
Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor 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


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

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

NO:- .E.E/KDC-I/KW&SB/Acctt./12/ 21

Dated:- 3/2/2012.

To,


M/s. Farooq Engineering Co.
Karachi.

WORK ORDER

SUBJECT: EMERGENCY REPAIR OF 84" DIA PRCC TRUNK MAIN LINE
(EXTERNAL VATTA) IN KARACHI UNIVERSITY.

Ref. No: P.A.CE(B.T)/Actt./KW&SB/2012/05 Dated: 2-2-12

After execution of the agreement, it is therefore, directed to start the work within 3 days after receipt of this work order and complete it within 30 days positively.


Executive Engineer
Karachi Division Civil-I,
K.W.& S.B.

Copy to:-

1. The C.E.(BT&D), KW&SB.
2. The S.E.(BWSC), KW&SB.
3. The Accounts Officer (Budget), KW&SB.
4. The Asstt. Engineer(MSD), KW&SB.
5. Office copy.

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
CONTRACT EVALUATION FORM
TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF
WORKS, SERVICES & GOODS WORTH 50 MILLION (PKR) OR ABOVE

- | | |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) NAME OF THE ORGANIZATION / DEPTT: | <u>Karachi Division Civil-I</u> |
| 2) PROVINCIAL / LOCAL GOVT. / OTHER | <u>Local Govt. Department</u> |
| 3) TITLE OF CONTRACT | <u>Emergent Repair of 84" dia PRCC Trunk Main Line (External Vatta)</u> |
| 4) TENDER NUMBER | <u>S. No. 9236, I.D. No.4851/2011</u> |
| 5) BRIEF DESCRIPTION OF CONTRACT | <u>Due to leakages at Syphon No.19 (First Phase) inside the boundary wall of Karachi University</u> |
| 6) FORUM THAT APPROVED THE SCHEME | <u>M.D., KWSB.</u> |
| 7) TENDER ESTIMATED VALUE | <u>Rs.6,11,919/-</u> |
| 8) ENGINEER'S ESTIMATE (FOR CIVIL WORKS ONLY) | <u>Rs.6,11,919/-</u> |
| 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) | <u>30 Days</u> |
| 10) TENDER OPENED ON (DATE & TIME) | <u>28-06-2011</u> |
| 11) NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST OF BUYERS) | <u>03 Nos.</u> |
| 12) NUMBER OF BIDS RECEIVED | <u>03 Nos.</u> |
| 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS | <u>03 Nos.</u> |
| 14) BID EVALUATION REPORT (ENCLOSE A COPY) | <u>Copy attached</u> |
| 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER | <u>M/s. Farooq Engineering Co.</u> |
| 16) CONTRACT AWARD PRICE | <u>Rs.6,11,919/-</u> |
| 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E 1 ST , 2 ND , 3 RD EVALUATION BID) | <ol style="list-style-type: none"> 1. <u>M/s. Farooq Engineering Co.</u> 2. <u>M/s. Hamza Associates</u> 3. <u>M/s. Riaz & Co.</u> |
| 18) METHOD OF PROCUREMENT USED :- (TICK ONE) | |
| a) SINGLE STAGE-ONE ENVELOPE PROCEDURE _____ | <input checked="" type="checkbox"/> LOCAL |
| 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 / NEGOTIATION ETC. WITH BRIEF REASONS:

- 19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____
- 20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?
- 21) Advertisement
- i) SPPRA website
(If yes, give date and SPPRA Identification No.)
- ii) News Papers
(If yes, give names of newspapers and dates)
- 22) NATURE OF CONTRACT
- 23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)
- 24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)
- 25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?
- 26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?
- 27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of consultancies)
- 28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?
- 29) Whether names of the bidders and their quoted prices were read out at the time of opening of bids?
- 30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

M.D., KWSB.

Yes	✓	No	
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Yes	Sr. No.9236 I.D. No. 4851/2011
No	

Yes	
No	No.

Domestic	✓	Int.	
Local			

Yes		No	✓
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Yes	✓	No	
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Yes		No	✓
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Yes	✓	No	
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Yes		No	✓
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Yes		No	✓
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Yes	✓	No	
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Yes	✓	No	
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) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	√

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

Yes	
No	√

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

Yes	
No	√

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

Yes	
No	√

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

Yes	√	No	
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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, DETAIL TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(if yes, enclosed a copy)

Yes		No	√
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37) Were proper safeguards provided on mobilization advance payment in the contract (Bank guarantee etc.)?

Yes		No	√
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38) Special conditions, if any
(If yes, give brief Description)

Yes	
No	√

Signature & Official Stamp of
AUTHORIZED OFFICER
FOR OFFICE USE ONLY

