



KARACHI METROPOLITAN CORPORATION  
KARACHI ZOO, CS&R.

NISHTAR ROAD GARDEN WEST, KARACHI III. ~~235~~ 99215382-83

No. Dir/Zoo/CS&R/375/2012

Dated 22/3/2012

BID EVALUATION REPORT  
(In compliance of Clause 45 of S.P.R.A. Rule 2010)

- |  |   |
|--|---|
| 1. Name of Procuring Agency / Department     | Karachi Metropolitan Corporation  |
| 2. Tender Reference No.                      | Dir Zoo/CS&R/KMC/98/12 Dated 1-3-2012   |
| 3. Tender Description Name of Work           | PT Sewerage Line & Desalting of Existing Sewerage Line & Rep/Consolidation of Rocks of Different Areas in side Karachi Zoo, CS&R, KMC |
| 4. Method of Procurement                     | Sealed Bids - One Envelop procedure   |
| 5. Tender Published                          | S.P.R.A. Website no. 946053/12 Daily/maat/Daily Business Recorder etc   |
| 6. Total Bid Documents Sold                  | 03 Nos.   |
| 7. Total Bid Received                        | 03 Nos.   |
| 8. Technical Bid qualification Date (If App) | Not Applicable  |
| 9. No. of Bid qualified (If Applicable)      | Not Applicable  |
| 10. Bid's rejected                           | Nil   |
| 11. Financially Bid Opening Date             | 22-3-2012   |
| 12. Bid Evaluation Report                    |   |

S. no	Name of Bidders	Rates Quoted Rs.	Ranking in terms of Cost	Remarks
01	N. I. R Builders & Developers	18,811,200/-	Lowest	Recommended for award of work being the lowest by the Procurement Committee
02	Armin Brothers	21,135,330/-	2nd lowest	Not recommended due to higher rates
03	Moham. Deccanwala	21,955,300/-	3rd lowest	Not recommended due to higher rates

ACCOUNT OFFICER  
ZOO, CS&R, KMC

CHIEF ENGINEER  
ZOO DEPARTMENT, C.S.&R.

DIRECTOR FOR ZOO  
CS&R, KMC

Director (CS), S.P.R.A., GOVT  
(With a request to upload on S.P.R.A website)

Director (Computer Section), Administration Secretariat, KMC.  
(With a request to upload on KMC website)

Cc. to:-

1. Director General (Pg), KMC.
2. Chief Engineer (Zoo), KMC.
3. All Procurement Committee Members
4. P.O. to Mr. S.P.R.A, Govt. of Sindh
5. Secretary to Administration, Karachi.




# KARACHI ZOO, CS&R, KMC.


## COMPARATIVE STATEMENT

SCHEDULE - GOVINDING & TYPING WORK AS DELINEATING OF FENCINGS, WERAGE FINE AND RPAIRING AND CARPENTRY WORKS OF DIFFERENT AREAS INSIDE KARACHI ZOO

Dated: 22-03-2012

No.	Name of Contractor	Quoted Rates	Earnest Money	Remarks
1	WVTE PROJECTS	Rs: 19,518,339.62	Rs: 400000/- P.O: 6537798	2 <sup>nd</sup> lowest
2	WVTE PROJECTS	Rs: 19,552,919.75	Rs: 600,000/- BANK - 4677716	Highest
3	WVTE PROJECTS ZOO DEPARTMENT	Rs: 18,814,266/-	Rs: 400000/- P.O: 4750899	Lowest

  
 ACCOUNT OFFICER  
 ZOO, CS&R, KMC

  
 EXECUTIVE ENGINEER  
 ZOO DEPARTMENT, K.M.C.

  
 DIRECTOR ZOO

CS&R, KMC,  
 DIRECTOR ZOO



**KARACHI METROPOLITAN CORPORATION  
OFFICE OF THE SUPERINTENDING ENGINEER (CM)  
ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMC/ 333 /2012

Dated: 20-4-12

To,  
**Director (CB),**  
Sindh Public Procurement Regulatory Authority,  
Barrack No.8, Sindh Secretariat # 4-A, Court Road,  
Karachi.

**Director Computer Section,**  
Administrator Secretariat,  
Karachi Metropolitan Corporation  
Karachi.

**(District ADP Block Allocation 2011-12)**  
**(AWARD OF CONTRACT REPORT)**

Subject: **CONSTRUCTION AND RENOVATION OF IMELI ROAD INSIDE  
KARACHI ZOO.**

In conformity with SPPRA rules 2010, an award of contract along with contract evaluation form, duly filled, in respect of subject work is enclosed herewith for hoisting the same on your respective web-site.

*S.R.A.*  
**Superintending Engineer (CM)**  
**Karachi Metropolitan Corporation**

C.C. to:

1. Director General(TS), KMC
2. Chief Engineer (CM), KMC.
3. Secretary to Administrator, KMC.
4. PS to M.C, KMC

14). BID EVALUATION REPORT  
(Enclose a copy)

Attached

15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Umair Enterprises,

384/1/1 8<sup>th</sup> Sunset Street, Phase -II, Ext. DHA, Karachi.

16). DATE OF CONTRACT SIGNING  
(Attach a copy of agreement)

16-04-2012

17). CONTRACT AWARD PRICE

Rs. 1,92,14,985/-

18). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT

(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID)

1<sup>st</sup> Lowest Umair Enterprises

19). METHOD OF PROCUREMENT USED:- (TICK ONE)

- a).  SINGLE STAGE - ONE ENVELOPE PROCEDURE ✓
- b).  SINGLE STAGE - TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c).  TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d).  TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_
- e).  IN CASE OF CONSULTANCY:
- (i) Least Cost \_\_\_\_\_
  - (ii) QCBS \_\_\_\_\_
  - (i) QBC \_\_\_\_\_
  - (ii) CQS \_\_\_\_\_

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

20). APPROVING AUTHORITY FOR AWARD OF CONTRACT

21). WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes		No	✓
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22). ADVERTISEMENT:

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

Yes	✓
No	ID S. # 9460/2012

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

Yes	Daily Business Recorder, Daily Ummat dated 7-3-12 and Daily Pak dates 8-03-12 Corrigendum was published in Daily Business Recorder dated 16-3-12
No	

- 23). NATURE OF CONTRACT 

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------
- 25). WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy) 

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

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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- 29). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT? 

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------
- 30). WHETHER INTEGRITY PACT WAS SIGNED?  
(If yes, enclose a copy) 

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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- 31). 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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- 32). WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS?  
(Attach copy of the bid evaluation report) 

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------
- 33). WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA / OTHER APPLICABLE RULES  
(If yes, give reasons) 

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

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>
- 35). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details) 

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>
- 36). WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons) 

Yes	N. A.
No	

37). DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give details)

Yes	
No	✓

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

Yes	✓	No	
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39). WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD.  
(If yes, enclose a copy)

Yes		No	✓
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40). WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)?

Yes		No	NA
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41). SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes		No	✓
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Signature & Official Stamp of  
Authorized Officer

*S. R. A. L.*  
SUPERINTENDING ENGINEER,  
S. P. P. R. A.

**FOR OFFICE USE ONLY**

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi.

Tele: 021-9205356: 021-9205369 & Fax: 021-9206291



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE SUPERINTENDING ENGINEER (CM)**  
**ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMC/ 239 /2012

Dated: 16-4-12

To,  
**M/s UMAIR ENTERPRISES,**  
384/1/1 8<sup>th</sup> Sun set Street,  
Phase-II, Ext. DHA,  
Karachi.

**WORK ORDER**

Subject:- **CONSTRUCTION AND RENOVATION OF IMELI ROAD INSIDE KARACHI ZOO.** (District ADP Block Allocation (2011-12))

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of Rs.1,92,14,985/- (Rupees One Crore Ninety Two Lac Fourteen Thousand Nine Hundred & Eighty Five Only) at 19.95% above the Schedule of rates amounting to Rs.23,93,785/- for Part A, Offer Rates amounting to Rs.1,59,70,820/- for part-B and Difference cost of Material amounting to Rs.8.50,380/- for Part-C. Total amount for Part-A, B & C comes to Rs.1,92,14,985/- (Rupees One Crore Ninety Two Lac Fourteen Thousand Nine Hundred & Eighty Five Only). You may therefore contact The Director Zoo(CS&R), KMC for obtaining necessary information and instructions.

Please note that work should be carried out strictly in accordance with the specification, design & drawings, terms & conditions as per the contract agreement executed between **M/s Umair Enterprises and KMC**. The time of completion of work specified in the contract agreement is **90 Days**, which shall commence from the date of start which will be within 14 days time from the receipt of this work order.

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

**Superintending Engineer (CM),**  
**Karachi Metropolitan Corporation**

C.C. TO:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC
3. Director Zoo(CS&R), KMC
4. Superintending Engineer (I&QC), KMC.
5. AAO (Engineering Department), KMC.
6. Dy. District Officer (Accounts) Engg. Deptt., KMC.
7. Secretary to Administrator, KMC.
8. PS to M.C. KMC.

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

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

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

- I. Notice inviting tenders.
- II. Tender documents marked 1/3 and dated 22-03-2012 including terms and conditions, BOQ, specifications and drawings.
- III. Work schedule.
- IV. Payment schedule
- V. Security and Performance Bond.
- VI. All correspondence in respect of the contract and the work.

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

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

AND WHEREAS the Contractor binds himself to execute and complete the work according to specification and to pay to the KMC, compensation for delay as per relevant clause of the conditions of contracts in case he does not perform under this contract and fails to complete the work within the specified time.

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

- (i) The Contractor will engage a qualified Engineer of relevant field for proper supervision and execution of work. In case, the Contractor fails to do so, the KMC will hire an Engineer on behalf of the Contractor and the emoluments of the Engineer will be deducted from the bills of the Contractor.
- (ii) The Contractor will submit work methodology and activity plan before the start of work but not later than 7 days after issuance of Work Order.
- (iii) Aggregate Base Course during road construction will be laid by Graders only.

UWAIF ENTERPRISE  
Proprietor

12/16/14



- (iv) The Contractor will ensure availability of machinery and equipment and would also ensure their proper use on the work. In case of default, the KMC will be at liberty to hire plant and machinery on its own and the charges will be recovered from the bills of the contractor.
- (v) The work on road/bridges/flyovers will be carried out by the contractor round the clock in order to reduce the time of completion for the public convenience. The electricity charges and other expenditure involved during execution of work will be paid by the contractor.
- (vi) In case of non-completion of the work within the stipulated time or if the contractor is found delaying the work deliberately he will be penalized by the Engineer -in- Charge strictly in accordance with the Penalty / compensation clause of the contract.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that the KMC and the Contractor shall respectively and well truly carry out and fulfill the contract and abide by all terms and conditions and specifications thereof.


IN WITNESS WHEREOF the said parties have set their respective hands this 16<sup>th</sup> day of April 2012.

  
KARACHI METROPOLITAN CORPORATION

  
UMAIR ENTERPRISE  
Proprietor  
CONTRACTOR

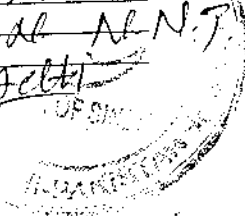
WITNESSES:-

1.

  
Muhammad Farid Khan  
16/04/12

2.

Zahid  
M/S ZAK Builders  
Block - 11 - N.T.  
KARACHI



UMAIR ENTERPRISE  
Proprietor

(INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

UMAIR ENTERPRISE

Proprietor

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: .....  
Signature: .....  
[Seal]  
UMAIR TERPRISE

Name of Seller/Supplier: .....

Signature: .....  
[Seal]

Proprietor



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE SUPERINTENDING ENGINEER (CM)**  
**ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMCI/370/2012

Dated: 14-4-12

To,  
M/s Umair Enterprises,  
384/1/1 8<sup>th</sup> Sun set Street,  
Phase-II, Ext. DHA,  
Karachi.

**(ACCEPTANCE LETTER)**

Subject: - **CONSTRUCTION AND RENOVATION OF IMELI ROAD INSIDE**  
**KARACHI ZOO.** (District ADP Block Allocation (2011-12))

The Competent authority has been pleased to accept your tender dated 22-03-2012 at 19.95% above the Schedule of rates amounting to Rs.23,93,785/- for Part A, Offer Rates amounting to Rs.1,59,70,820/- for part-B and Difference cost of Material amounting to Rs.8,50,380/- for Part-C. Total amount for Part-A, B & C comes to Rs.1,92,14,985/- (Rupees One Crore Ninety Two Lac Fourteen Thousand Nine Hundred & Eighty Five Only) for the above mentioned work.

Therefore, as per requirement of the contract documents you are requested to deposit the 5% Performance Security amounting to **Rs.9,60,750/-** in shape of Pay Order/Bank Guarantee being part and parcel of the contract agreement and execute the contract agreement for which stamp paper of prescribed value of **Rs.57,645/-** @ 0.30% of sanctioned cost is required to be provided you to the undersigned's office.

**Superintending Engineer (CM), KMC.**

C.C. to:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC.



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE SUPERINTENDING ENGINEER (CM)**  
**ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMCI/390 /2012

Dated: 20-4-12

To,

**Director (CB),**

Sindh Public Procurement Regulatory Authority,  
Barrack No.8, Sindh Secretariat # 4-A, Court Road,  
Karachi.

**Director Computer Section,**

Administrator Secretariat,  
Karachi Metropolitan Corporation  
Karachi.

**(District ADP Block Allocation 2011-12)**  
**(AWARD OF CONTRACT REPORT)**

Subject: **RENOVATION / MAINTENANCE & ALLIED WORKS IN KARACHI ZOO.**

In conformity with SPPRA rules 2010, an award of contract along with contract evaluation form, duly filled, in respect of <sup>the</sup> subject work is enclosed herewith for hoisting the same on your respective web-site.

**Superintending Engineer (CM)**  
**Karachi Metropolitan Corporation**

C.C. to:

1. Director General(TS), KMC
2. Chief Engineer (CM), KMC.
3. Secretary to Administrator, KMC.
4. PS to M.C, KMC

# 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. Karachi Metropolitan Corporation
- 2). PROVINCIAL GOVT./LOCAL GOVT./OTHER (District ADP Block Allocation 2011-12)
- 3). TITLE OF CONTRACT **Renovation / Maintenance & Allied works in Karachi Zoo.**
- 4). TENDER NUMBER DIR/ZOO/CS&R/KMC/65/12 (Sr.3)
- 5). BRIEF DESCRIPTION OF CONTRACT 

The Karachi Zoo is spreading over an area of 33 acres. It has 900 numbers of animals, which are housed in 115 cages and ponds.

Approximately 505to 60 lacs number of visitors visit the Karachi Zoo yearly. It provides recreation as well as education to the visitors in general, and students in particular. It also improves the environment of the cntertainment for the public.

Present condition of the office and furnitures of the Director Zoo were very old and in very poor condition. Allied works consist of providing Car parking and painting on Gate/grills and cages for beautification on visitors demand and rehabilitation of fountain and rockery Rcnovation and maintenance of boating area for restarting of boating an d beautification.
- 6). FORUM THAT APPROVED THE SCHEME DDWP meeting held on 07-03-2012
- 7). TENDER ESTIMATED VALUE Rs. 19.675 Million
- 8). ENGINEER'S ESTIMATE Rs. 19.675 Million  
(For Civil Works only)
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 90 Days
- 10). TENDER OPENED ON (DATE & TIME) 23-03-2012
- 11). NUMBER OF TENDER DOCUMENTS SOLD 03 Nos.  
(Attach list of buyers)
- 12). NUMBER OF BIDS RECEIVED Three (03 No.)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Three (03 No.)
- 14). BID EVALUATION REPORT Attached  
(Enclose a copy)
- 15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Umair Enterprises,

16. DATE OF CONTRACT SIGNING 16-04-2012  
(Attach a copy of agreement)

17. CONTRACT AWARD PRICE Rs. 1,92,77,681/-

18. RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID) 1<sup>st</sup> Lowest Umair Enterprises

19). METHOD OF PROCUREMENT USED:- (TICK ONE)

- a).  SINGLE STAGE – ONE ENVELOPE PROCEDURE ✓
- b).  SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c).  TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d).  TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_
- e).  IN CASE OF CONSULTANCY:
  - (i) Least Cost \_\_\_\_\_
  - (ii) QCBS \_\_\_\_\_
  - (i) QBC \_\_\_\_\_
  - (ii) CQS \_\_\_\_\_

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

20). APPROVING AUTHORITY FOR AWARD OF CONTRACT

21). WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes		No	✓
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22). ADVERTISEMENT:

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

Yes	✓
No	ID S. # 9460/2012

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

Yes	Daily Business Recorder, Daily Ummat dated 7-3-12 and Daily Pak dates 8-03-12 Corrigendum was published in Daily Business Recorder dated 16-3-12
No	

23). NATURE OF CONTRACT

Local	✓	Int.	
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24). WHETHER QUALIFICATION CRITERIA

Yes	✓	No	
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WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?

(If yes, enclose a copy)

25). WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	✓	No	
-----	---	----	--

26). WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	✓	No	
-----	---	----	--

27). WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	✓	No	
-----	---	----	--

28). WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of consultancies)

Yes	✓	No	
-----	---	----	--

29). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?

Yes	✓	No	
-----	---	----	--

30). WHETHER INTEGRITY PACT WAS SIGNED?  
(If yes, enclose a copy)

Yes	✓	No	
-----	---	----	--

31). WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	✓	No	
-----	---	----	--

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

Yes	✓	No	
-----	---	----	--

33). WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA / OTHER APPLICABLE RULES  
(If yes, give reasons)

Yes	
No	✓

34). ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	✓

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

Yes	
No	✓

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

Yes	N. A.
No	

37). DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give details)

Yes	
No	✓



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

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

39). 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"/>
-----	--------------------------	----	-------------------------------------

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

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

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

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

Signature & Official Stamp of  
Authorized Officer

*S.R.A.*  
*Supervisor, Sindh Engineer,*  
*(SPPRA)*

**FOR OFFICE USE ONLY**

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi.

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE SUPERINTENDING ENGINEER (CM)**  
**ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMC/ 238 /2012

Dated: 16-4-12

To,  
M/s UMAIR ENTERPRISES,  
384/1/1 8<sup>th</sup> Sun set Street,  
Phase-II, Ext. DHA,  
Karachi.

**WORK ORDER**

Subject:- **RENOVATION / MAINTENANCE & ALLIED WORKS IN KARACHI ZOO.**  
(District ADP Block Allocation (2011-12))

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of **Rs.1,92,77,681/-** (Rupees One Crore Ninety Two Lac Seventy Seven Thousand Six Hundred & Eighty One Only) at 16.00% above the Schedule of rates amounting to Rs.58,12,818/- for Part A, Offer Rates amounting to Rs.1,23,86,284/- for part-B and Difference cost of Material amounting to Rs.10,78,585/- for Part-C. Total amount for Part-A, B & C comes to Rs.1,92,77,681/- (Rupees One Crore Ninety Two Lac Seventy Seven Thousand Six Hundred & Eighty One Only). You may therefore contact The Director Zoo(CS&R), KMC for obtaining necessary information and instructions.

Please note that work should be carried out strictly in accordance with the specification, design & drawings, terms & conditions as per the contract agreement executed between M/s Umair Enterprises and KMC. The time of completion of work specified in the contract agreement is **90 Days**, which shall commence from the date of start which will be within 14 days time from the receipt of this work order.

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

Superintending Engineer (CM),  
Karachi Metropolitan Corporation

C. C. TO:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC
3. Director Zoo(CS&R), KMC
4. Superintending Engineer (I&QC), KMC.
5. AAO (Engineering Department), KMC.
6. Dy. District Officer (Accounts) Engg. Deptt., KMC.
7. Secretary to Administrator, KMC.
8. PS to M.C. KMC.

210  
57835  
16/4/2012

Stamp Value Rs. 5

**KARACHI METROPOLITAN CORPORATION**  
Project **RENOVATION / MAINTENANCE & ALLIED WORKS IN KARACHI ZOO.**  
(District ADP Block Allocation (2011-12))

Cost **Rs.1,92,77,681/-** (Rupees One Crore Ninety Two Lac Seventy Seven Thousand Six Hundred & Eighty One Only).

Completion Time: **90 Days** Penalty: **Rs.3000/- P.day**

An Agreement made this 16<sup>th</sup> day of April 2012 Between the Karachi Metropolitan Corporation through its Chief Engineer (CM) E.D, KMC hereinafter called the "KMC", (which expression shall mean and include his successors) of the One part and M/s Umair Enterprises having their office 384/1/1-8<sup>th</sup> Sun set Street, Phase-II, Ext. DHA, Karachi through their Proprietor **Mr. Aslam Mughal** hereinafter called the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignees) of the other Part.

Whereas the KMC has accepted the tender of the Contractor dated 22-03-2012 at 16.00% above the Schedule of rates amounting to Rs.58,12,818/- for Part A, Offer Rates amounting to Rs.1,23,86,284/- for part-B and Difference cost of Material amounting to Rs.10,78,585/- for Part-C for construction and completion of the work namely **RENOVATION / MAINTENANCE & ALLIED WORKS IN KARACHI ZOO** at a cost of Rs.1,92,77,681/- (Rupees One Crore Ninety Two Lac Seventy Seven Thousand Six Hundred & Eighty One Only) within a period of 90 Days and Penalty **Rs.3000/-** Per day according to the specification and general conditions of the contract signed by the Contractor after having made himself fully acquainted with their meaning.

AND WHEREAS the Contractor has already deposited with the KMC a sum of Rs. 4,12,000/- (Rupees Four Lac Twelve Thousand only).

Vide Pay Order/Bnk Guarantee No. 6152842 and 6152849  
Dated 21-3-12 & 26-3-12 from H.B.L. Bank Gagar Chowk, Manzoor Colony  
Branch, Karachi on account of 2% Bid Security for the said contract. vide Challan No.)) dated \_\_\_\_\_.

AND WHEREAS the Contractor has also deposited a Pay Order No. 6152842 & dated 21-3-12 & 26-3-12 / Bank Guarantee No. 6152842 dated \_\_\_\_\_ from H.B.L.

Bank Gagar Chowk Manzoor Colony Branch, Karachi for an amount of Rs. 4,12,000/- (Rupees Four Lac Twelve Thousand only) as 2% Bid Security and balance 3% Performance Security will be deducted only from running bills make total \_\_\_\_\_ as performance security equal to 5% of the contract value in place of above referred Pay Order of 2% Bid Security for due performance of the contract. In order to make the Performance Security equal to 10% of the contract value, the remaining 5% will be deducted from running bills as Retention Money. The claim for refund of Performance Security and Retention Money can be lodged according to the terms & conditions of the contract. **UMAIR ENTERPRISE**



16/4/2012

Proprietor

6 APR 2012

INDEPENDENT OF STAMPS  
CITY COURTS,  
KARACHI

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

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

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

- I. Notice inviting tenders.
- II. Tender documents marked 1/3 and dated 22-03-2012 including terms and conditions, BOQ, specifications and drawings.
- III. Work schedule.
- IV. Payment schedule
- V. Security and Performance Bond.
- VI. All correspondence in respect of the contract and the work.

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

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

AND WHEREAS the Contractor binds himself to execute and complete the work according to specification and to pay to the KMC, compensation for delay as per relevant clause of the conditions of contracts in case he does not perform under this contract and fails to complete the work within the specified time.

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

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

UMAIR ENTERPRISE

Proprietor

- (ii) The Contractor will submit work methodology and activity plan before the start of work but not later than 7 days after issuance of Work Order.
- (iii) Aggregate Base Course during road construction will be laid by Graders only.

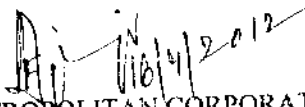
16/4

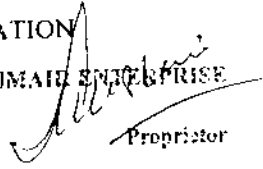
- (iv) The Contractor will ensure availability of machinery and equipment and would also ensure their proper use on the work. In case of default, the KMC will be at liberty to hire plant and machinery on its own and the charges will be recovered from the bills of the contractor.
- (v) The work on road/bridges/flyovers will be carried out by the contractor round the clock in order to reduce the time of completion for the public convenience. The electricity charges and other expenditure involved during execution of work will be paid by the contractor.
- (vi) In case of non-completion of the work within the stipulated time or if the contractor is found delaying the work deliberately he will be penalized by the Engineer -in- Charge strictly in accordance with the Penalty / compensation clause of the contract.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that the KMC and the Contractor shall respectively and well truly carry out and fulfill the contract and abide by all terms and conditions and specifications thereof.

IN WITNESS WHEREOF the said parties have set their respective hands this 16<sup>th</sup> day of APRIL 2012.


  
 KARACHI METROPOLITAN CORPORATION

  
 UMAIR SAEED

Proprietor

**CONTRACTOR**

**WITNESSES:-**

1.   
16/4/2012  
Karachi

2. M/S ZAK Builders  
Block No, Al. N.T.  
KARACHI.





(INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

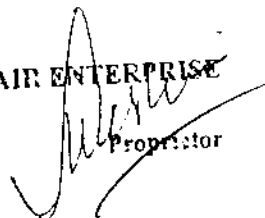
..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

UMAIR ENTERPRISE

  
Proprietor



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE SUPERINTENDING ENGINEER (CM)**  
**ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMC/369/2012

Dated: 14-4-12

To,  
M/s Umair Enterprises,  
384/1/1 8<sup>th</sup> Sun set Street,  
Phase-II, Ext. DHA,  
Karachi.

**(ACCEPTANCE LETTER)**

Subject: - **RENOVATION / MAINTENANCE & ALLIED WORKS IN**  
**KARACHI ZOO.** (District ADP Block Allocation (2011-12))

The Competent authority has been pleased to accept your tender dated 22-03-2012 at 16.00% above the Schedule of rates amounting to Rs.58,12,818/- for Part A, Offer Rates amounting to Rs.1,23,86,284/- for part-B and Difference cost of Material amounting to Rs.10,78,585/- for Part-C. Total amount for Part-A, B & C comes to Rs.1,92,77,681/- (Rupees One Crore Ninety Two Lac Seventy Seven Thousand Six Hundred & Eighty One Only) for the above mentioned work.

Therefore, as per requirement of the contract documents you are requested to deposit the 5% Performance Security amounting to Rs.9,63,885/- in shape of Pay Order/Bank Guarantee being part and parcel of the contract agreement and execute the contract agreement for which stamp paper of prescribed value of Rs.57,834/- @ 0.30% of sanctioned cost is required to be provided you to the undersigned's office.

Superintending Engineer (CM), KMC.

C.C. to:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: .....  
Signature: .....  
[Seal] UMAN ENTERPRISE  
Proprietor

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]





**KARACHI METROPOLITAN CORPORATION  
OFFICE OF THE SUPERINTENDING ENGINEER (CM)  
ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMC/ 391 /2012

Dated: 20-4-12


To,  
**Director (CB),**  
Sindh Public Procurement Regulatory Authority,  
Barrack No.8, Sindh Secretariat # 4-A, Court Road,  
Karachi.

**Director Computer Section,**  
Administrator Secretariat,  
Karachi Metropolitan Corporation  
Karachi.

**(District ADP Block Allocation 2011-12)**  
**(AWARD OF CONTRACT REPORT)**

Subject: **P/L SEWERAGE LINE & DESALTING OF EXISTING SEWERAGE  
LINE & REP/CARPETING OF ROADS OF DIFF. AREAS INSIDE  
KARACHI ZOO.**

In conformity with SPPRA rules 2010, an award of contract along with contract evaluation form, duly filled, in respect of <sup>the</sup> subject work is enclosed herewith for hoisting the same on your respective web-site.

  
**Superintending Engineer (CM)**  
Karachi Metropolitan Corporation

C.C. to:

1. Director General(TS), KMC
2. Chief Engineer (CM), KMC.
3. Secretary to Administrator, KMC.
4. PS to M.C, KMC

# 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. Karachi Metropolitan Corporation
- 2). PROVINCIAL GOVT./LOCAL GOVT./OTHER (District ADP Block Allocation 2011-12)
- 3). TITLE OF CONTRACT **P/L Sewerage Line & Desalting of Existing Sewerage Line & Rep/Carpeting of Roads of Diff. Areas inside Karachi Zoo.**
- 4). TENDER NUMBER DIR/ZOO/CS&R/KMC/65/12 (Sr.4)
- 5). BRIEF DESCRIPTION OF CONTRACT 

The Karachi Zoo is spreading over an area of 33 acres. It has 1200 numbers of animals, which are housed in 115 cages and ponds.

The roads of the Karachi Zoo were constructed in 1990 and since then no repair work has been carried out. Presently, condition of the roads is in very bad shape and damaged at different places and needs necessary repair.

Approximately 50 to 60 lacs number of visitors visit the Karachi Zoo yearly. It provides recreation as well as education to the visitors in general, and students in particular. It also improves the environment of the entertainment for the public.
- 6). FORUM THAT APPROVED THE SCHEME DDWP meeting held on 07-03-2012
- 7). TENDER ESTIMATED VALUE Rs. 19,990 Million
- 8). ENGINEER'S ESTIMATE Rs. 19,990 Million  
(For Civil Works only)
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 90 Days
- 10). TENDER OPENED ON (DATE & TIME) 23-03-2012
- 11). NUMBER OF TENDER DOCUMENTS SOLD 03 Nos.  
(Attach list of buyers)
- 12). NUMBER OF BIDS RECEIVED Three (03 No.)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Three (03 No.)
- 14). BID EVALUATION REPORT Attached  
(Enclose a copy)
- 15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s N.T.R. Builders & Developers  
R-859, Sector-9, North Karachi  
Township Karachi.

16. DATE OF CONTRACT SIGNING

17-04-2012

(Attach a copy of agreement)

17. CONTRACT AWARD PRICE

Rs. 1,88,14,266/-

18. RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT

(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID

1<sup>st</sup> Lowest N.T.R. Builders & Developers

19). METHOD OF PROCUREMENT USED:- (TICK ONE)

a).  SINGLE STAGE - ONE ENVELOPE PROCEDURE

b).  SINGLE STAGE - TWO ENVELOPE PROCEDURE

c).  TWO STAGE BIDDING PROCEDURE

d).  TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE

e).  IN CASE OF CONSULTANCY:

(i) Least Cost

(ii) QCBS

(i) QBC

(ii) CQS

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

20). APPROVING AUTHORITY FOR AWARD OF CONTRACT

21). WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes  No

22). ADVERTISEMENT:

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

Yes   
No ID S. # 9460/2012

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

Yes Daily Business Recorder, Daily Unmat dated 7-3-12 and Daily Pak dates 8-03-12 Corrigendum was published in Daily Business Recorder dated 16-3-12  
No

23). NATURE OF CONTRACT

Local  Int.

24). WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes  No

Yes  No

- 25). **WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?**  
(If yes, enclose a copy)
- 26). **WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?**

Yes	✓	No	
-----	---	----	--
- 27). **WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?**

Yes	✓	No	
-----	---	----	--
- 28). **WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of consultancies)**

Yes	✓	No	
-----	---	----	--
- 29). **WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?**

Yes	✓	No	
-----	---	----	--
- 30). **WHETHER INTEGRITY PACT WAS SIGNED?**  
(If yes, enclose a copy) 

Yes	✓	No	
-----	---	----	--
- 31). **WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?**

Yes	✓	No	
-----	---	----	--
- 32). **WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS?**  
(Attach copy of the bid evaluation report) 

Yes	✓	No	
-----	---	----	--
- 33). **WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA / OTHER APPLICABLE RULES**  
(If yes, give reasons) 

Yes	
No	✓
- 34). **ANY COMPLAINTS RECEIVED**  
(If yes, result thereof) 

Yes	
No	✓
- 35). **ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS**  
(If yes, give details) 

Yes	
No	✓
- 36). **WAS THE EXTENSION MADE IN RESPONSE TIME?**  
(If yes, give reasons) 

Yes	N. A.
No	
- 37). **DEVIATION FROM QUALIFICATION CRITERIA**  
(If yes, give details) 

Yes	
No	✓

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

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

39). 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"/>
-----	--------------------------	----	-------------------------------------

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

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

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

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

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

*G.R.A.*  
~~Supervising Engineer,~~  
~~(C.M) & C.~~

**FOR OFFICE USE ONLY**

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



**KARACHI METROPOLITAN CORPORATION  
OFFICE OF THE SUPERINTENDING ENGINEER (CM)  
ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMCI 240 /2012

Dated: 18-4-12

To,  
M/s N.T.R. Builders & Developers,  
R-859, Sector-9, North Karachi Township,  
Karachi.

**WORK ORDER**

Subject:- **P/L SEWERAGE LINE & DESALTING OF EXISTING SEWERAGE LINE & REP/CARPETING OF ROADS OF DIFF. AREAS INSIDE KARACHI ZOO.**  
(District ADP Block Allocation (2011-12))

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of Rs.1,88,14,266/- (Rupees One Crore Eighty Eight Lac Fourteen Thousand Two Hundred & Sixty Six Only) at 19.99% above the Schedule of rates amounting to Rs.95,27,224/- for Part A, Offer Rates amounting to Rs.58,800/- for part-B and Difference cost of Material amounting to Rs.92,28,242/- for Part-C. Total amount for Part-A, B & C comes to Rs.1,88,14,266/- (Rupees One Crore Eighty Eight Lac Fourteen Thousand Two Hundred & Sixty Six Only). You may therefore contact The Director Zoo(CS&R), KMC for obtaining necessary information and instructions.

Please note that work should be carried out strictly in accordance with the specification, design & drawings, terms & conditions as per the contract agreement executed between M/s N.T.R. Builders & Developers and KMC. The time of completion of work specified in the contract agreement is 90 Days, which shall commence from the date of start which will be within 14 days time from the receipt of this work order.

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

Superintending Engineer (CM),  
Karachi Metropolitan Corporation

C.C. TO:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC
3. Director Zoo(CS&R), KMC
4. Superintending Engineer (I&QC), KMC.
5. AAO (Engineering Department), KMC.
6. Dy. District Officer (Accounts) Engg. Deptt., KMC.
7. Secretary to Administrator, KMC.
8. PS to M.C. KMC

PS56445  
No 201  
17/4/2012

Stamp Value Rs. 5

### KARACHI METROPOLITAN CORPORATION

Project P/L SEWERAGE LINE & DESALTING OF EXISTING SEWERAGE LINE & REP/CARPETING OF ROADS OF DIFF. AREAS INSIDE KARACHI ZOO.  
(District ADP Block Allocation (2011-12))

Cost Rs.1,88,14,266/- (Rupees One Crore Eighty Eight Lac Fourteen Thousand Two Hundred & Sixty Six Only).

Completion Time: 90 Days Penalty: Rs.3000/- P.day

An Agreement made this 17<sup>th</sup> day of April 2012 Between the Karachi Metropolitan Corporation through its Chief Engineer (CM) E.D, KMC hereinafter called the "KMC", (which expression shall mean and include his successors) of the One part and M/s N.T.R. Builders & Developers having their office R-859, Sector-9, North Karachi Township, Karachi through their Proprietor Mr. Nadeem Ahmed hereinafter called the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignees) of the other Part.

Whereas the KMC has accepted the tender of the Contractor dated 22-03-2012 at 19.99% above the Schedule of rates amounting to Rs.95,27,224/- for Part A, Offer Rates amounting to Rs.58,800/- for part-B and Difference of Cost of Material amounting to Rs.92,28,242/- for Part-C for construction and completion of the work namely P/L SEWERAGE LINE & DESALTING OF EXISTING SEWERAGE LINE & REP/CARPETING OF ROADS OF DIFF. AREAS INSIDE KARACHI ZOO at a cost of Rs.1,88,14,266/- (Rupees One Crore Eighty Eight Lac Fourteen Thousand Two Hundred & Sixty Six Only) within a period of 90 Days and Penalty Rs.3000/- Per day according to the specification and general conditions of the contract signed by the Contractor after having made himself fully acquainted with their meaning.

AND WHEREAS the Contractor has already deposited with the KMC a sum of Rs.4,00,000/- (Rupees Four Lacs only)

Vide Pay Order/Bnk Guarantee No. 4750899  
Dated 21-03-2012 from Bank Al Habib Limited  
Bank Barkat-e-Hyderi  
Branch, Karachi on account of 2% Bid Security for the said contract. vide Challan No. NIL dated 29-03-2012.

AND WHEREAS the Contractor has also deposited a Pay Order/Bnk Guarantee No. 4750899 dated 21-03-2012 / Bank Bank Barkat-e-Hyderi Branch, Karachi for an amount of Rs.4,00,000/- (Rupees Four Lac only) as 2% Bid Security and balance Performance Security will be deduct from running bills make total .....

~~xx~~ performance security equal to 5% of the contract value in place of above referred Pay Order of 2% Bid Security for due performance of the contract. In order to make the Performance Security equal to 10% of the contract value, the remaining 5% will be deducted from running bills as Retention Money. The

**N.T.R Builders & Developers**

*Nadeem*  
Proprietor

Contract No. 10/2011 & Planning  
Karachi Metropolitan Corporation



APR 2012

claim for refund of Performance Security and Retention Money can be lodged according to the terms & conditions of the contract.

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

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

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

- I. Notice inviting tenders.
- II. Tender documents marked 1/3 and dated 22-03-2012 including terms and conditions, BOQ, specifications and drawings.
- III. Work schedule.
- IV. Payment schedule
- V. Security and Performance Bond.
- VI. All correspondence in respect of the contract and the work.

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

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

AND WHEREAS the Contractor binds himself to execute and complete the work according to specification and to pay to the KMC, compensation for delay as per relevant clause of the conditions of contracts in case he does not perform under this contract and fails to complete the work within the specified time.

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

- (i) The Contractor will engage a qualified Engineer of relevant field for proper supervision and execution of work. In case, the Contractor fails to do so, the KMC will hire an Engineer on behalf of the Contractor and the emoluments of the Engineer will be deducted from the bills of the Contractor.
- (ii) The Contractor will submit work methodology and activity plan before the start of work but not later than 7 days after issuance of

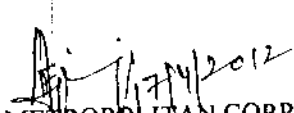


- (iii) Aggregate Base Course during road construction will be laid by Graders only.
- (iv) The Contractor will ensure availability of machinery and equipment and would also ensure their proper use on the work. In case of default, the KMC will be at liberty to hire plant and machinery on its own and the charges will be recovered from the bills of the contractor.
- (v) The work on road/bridges/flyovers will be carried out by the contractor round the clock in order to reduce the time of completion for the public convenience. The electricity charges and other expenditure involved during execution of work will be paid by the contractor.
- (vi) In case of non-completion of the work within the stipulated time or if the contractor is found delaying the work deliberately he will be penalized by the Engineer -in- Charge strictly in accordance with the Penalty / compensation clause of the contract.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that the KMC and the Contractor shall respectively and well truly carry out and fulfill the contract and abide by all terms and conditions and specifications thereof.

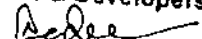
IN WITNESS WHEREOF the said parties have set their respective hands this 17<sup>th</sup> day of April 2012.

  
KARACHI METROPOLITAN CORPORATION

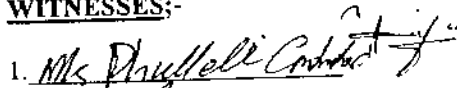

Chief Engineer  
Contract Management & Planning  
Karachi Metropolitan Corporation

CONTRACTOR

N.T.R Builders & Developers

  
Proprietor

WITNESSES:-

1.   
Karachi
2.   
Karachi

(INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

ATP Builders & Developers

*Asde*

Proprietor

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

*Dee*  
N.T.P. Builders & Developers  
[Seal]

Signature: .....

[Seal]

Proprietor



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE SUPERINTENDING ENGINEER (CM)**  
**ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMCI 368/2012

Dated: 14-4-12

To,  
M/s N.T.R. Builders & Developers,  
R-859, Sector-9, North Karachi Township,  
Karachi.

*Received  
by  
[Signature]*

**(ACCEPTANCE LETTER)**

Subject: - **P/L SEWERAGE LINE & DESALTING OF EXISTING  
SEWERAGE LINE & REP/CARPETING OF ROADS OF DIFF.  
AREAS INSIDE KARACHI ZOO.**

(District ADP Block Allocation (2011-12))

The Competent authority has been pleased to accept your tender dated 22-03-2012 at 19.99% above the Schedule of rates amounting to Rs.95,27,224/- for Part A, Offer Rates amounting to Rs.58,800/- for part-B and Difference cost of Material amounting to Rs.92,28,242/- for Part-C. Total amount for Part-A, B & C comes to Rs.1,88,14,266/- (Rupees One Crore Eighty Eight Lac Fourteen Thousand Two Hundred & Sixty Six Only) for the above mentioned work.

Therefore, as per requirement of the contract documents you are requested to deposit the 5% Performance Security amounting to Rs.9,40,714/- in shape of Pay Order/Bank Guarantee being part and parcel of the contract agreement and execute the contract agreement for which stamp paper of prescribed value of Rs.56,443/- @ 0.30% of sanctioned cost is required to be provided you to the undersigned's office.

*[Signature]*  
Superintending Engineer (CM), KMC.

C.C. to:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC.



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE SUPERINTENDING ENGINEER (CM)**  
**ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMCI 297 /2012

Dated: 24-4-12

To,

**Director (CB),**  
Sindh Public Procurement Regulatory Authority,  
Barrack No.8, Sindh Secretariat # 4-A, Court Road,  
Karachi.

**Director Computer Section,**  
Administrator Secretariat,  
Karachi Metropolitan Corporation  
Karachi.

*S. P. A.*  
**Sindh Public Procurement**  
**Regulatory Authority**  
Block-8, A.A.  
Sindh Secretariat Karachi

**(District ADP Block Allocation 2011-12)**  
**(AWARD OF CONTRACT REPORT)**

Subject: **REPAIR & MAINTENANCE OF LANDHI KORANGI ZOO.**

In conformity with SPPRA rules 2010, an award of contract along with contract evaluation form, duly filled, in respect of <sup>the</sup> subject work is enclosed herewith for hoisting the same on your respective web-site.

*C.P.A.*  
**Superintending Engineer (CM)**  
**Karachi Metropolitan Corporation**

C.C. to:

1. Director General(TS), KMC
2. Chief Engineer (CM), KMC.
3. Secretary to Administrator, KMC.
4. PS to M.C, KMC

*10003*  
*26/4/12*

# 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. Karachi Metropolitan Corporation
- 2). PROVINCIAL GOVT./LOCAL GOVT./OTHER (District ADP Block Allocation 2011-12) \_\_\_\_\_
- 3). TITLE OF CONTRACT Repair & Maintenance of Landhi Korangi Zoo.
- 4). TENDER NUMBER DIR/ZOO/CS&R/KMC/65/12 (Sr.1)
- 5). BRIEF DESCRIPTION OF CONTRACT 

The Landhi Korangi Zoo is spreading over an area of 33 acres. It has 1200 numbers of animals, which are housed in 115 cages and ponds. In side Karachi Zoo there is a Mughal Garden, which was constructed in 1990s and since no Renovation Work has been carried out. Presently, condition of the L.K. Zoo is in very bad shape and damaged at different places and needs necessary renovation.

Approximately 3.5 to 4.00 lacs number of visitors visit the Karachi Zoo yearly. It provides recreation as well as education to the visitors in general, and students in particular. It also improves the environment of the entertainment for the public.
- 6). FORUM THAT APPROVED THE SCHEME DDWP meeting held on 07-03-2012
- 7). TENDER ESTIMATED VALUE Rs. 15.00 Million
- 8). ENGINEER'S ESTIMATE Rs. 15.00 Million  
(For Civil Works only)
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 90 Days
- 10). TENDER OPENED ON (DATE & TIME) 23-03-2012
- 11). NUMBER OF TENDER DOCUMENTS SOLD 03 Nos.  
(Attach list of buyers)
- 12). NUMBER OF BIDS RECEIVED Three (03 No.)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Three (03 No.)
- 14). BID EVALUATION REPORT Attached  
(Enclose a copy)
- 15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s SMK Construction Co.,  
Flat # 6, Plot # 76-E 22<sup>nd</sup> Commercial  
Street Phase-II Ext. DHA, Karachi.
- 16). DATE OF CONTRACT SIGNING 17-04-2012



26). WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 

Yes	✓	No	
-----	---	----	--

27). WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS? 

Yes	✓	No	
-----	---	----	--

28). WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of consultancies) 

Yes	✓	No	
-----	---	----	--

29). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT? 

Yes	✓	No	
-----	---	----	--

30). WHETHER INTEGRITY PACT WAS SIGNED?  
(If yes, enclose a copy) 

Yes	✓	No	
-----	---	----	--

31). WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS? 

Yes	✓	No	
-----	---	----	--

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

Yes	✓	No	
-----	---	----	--

33). WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA / OTHER APPLICABLE RULES  
(If yes, give reasons) 

Yes	
No	✓

34). ANY COMPLAINTS RECEIVED  
(If yes, result thereof) 

Yes	
No	✓

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

Yes	
No	✓

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

Yes	N. A.
No	

37). DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give details) 

Yes	
No	✓

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

Yes	✓	No	
-----	---	----	--



39). 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"/>
-----	--------------------------	----	-------------------------------------

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

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

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

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

Signature & Official Stamp of  
Authorized Officer

*S. R. A.*  
**Supervising Engineer,  
(C.M) E.M.C.**

**FOR OFFICE USE ONLY**

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



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE SUPERINTENDING ENGINEER (CM)**  
**ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMC/24/ 12012

Dated: 18-4-12

To,  
M/s SMK Construction Company,  
Flat # 6, Plot # 76-E,  
22<sup>nd</sup> Commercial Street Phase-II Ext.DHA,  
Karachi.

**WORK ORDER**

Subject:- **REPAIR & MAINTENANCE OF LANDHI KORNGI ZOO, KMC.**  
(District ADP Block Allocation (2011-12))

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of **Rs.1,54,05,897/-** (Rupees One Crore Fifty Four Lac Five Thousand Eight Hundred & Ninety Seven Only) at 20.00% above the Schedule of rates amounting to Rs.57,18,888/- for Part A, Offer Rates amounting to Rs.80,85,846/- for part-B and Difference cost of Material amounting to Rs.16,01,163/- for Part-C. Total amount for Part-A, B & C comes to **Rs.1,54,05,897/-** (Rupees One Crore Fifty Four Lac Five Thousand Eight Hundred & Ninety Seven Only). You may therefore contact The Director Zoo(CS&R), KMC for obtaining necessary information and instructions.

Please note that work should be carried out strictly in accordance with the specification, design & drawings, terms & conditions as per the contract agreement executed between **M/s SMK Construction Company and KMC**. The time of completion of work specified in the contract agreement is **90 Days**, which shall commence from the date of start which will be within 14 days time from the receipt of this work order.

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

Superintending Engineer (CM),  
Karachi Metropolitan Corporation

C.C. TO:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC
3. Director Zoo(CS&R), KMC
4. Superintending Engineer (I&QC), KMC.
5. AAO (Engineering Department), KMC.
6. Dy. District Officer (Accounts) Engg. Deptt., KMC.
7. Secretary to Administrator, KMC.
8. PS to M.C. KMC.

Rs 46220  
No 1200  
17/4

Stamp Value Rs. 46,220/-

**KARACHI METROPOLITAN CORPORATION**

Project REPAIR & MAINTENANCE OF LANDHI KORNGI ZOO, KMC.  
(District ADP Block Allocation (2011-12))

Cost Rs.1,54,05,897/- (Rupees One Crore Fifty Four Lac Five Thousand Eight Hundred & Ninety Seven Only).

Completion Time: 90 Days

Penalty: Rs.3000/- P.day

An Agreement made this 17<sup>th</sup> day of April 2012 Between the Karachi Metropolitan Corporation through its Chief Engineer (CM) E.D, KMC hereinafter called the "KMC", (which expression shall mean and include his successors) of the One part and M/s SMK Construction Company having their office Flat # 5,6 Plot # 76-E, 22<sup>nd</sup> Commercial Street Phase-II Ext. DHA, Karachi through their Proprietor Mr. Shaikh Shoaib Khan hereinafter called the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignees) of the other Part.

Whereas the KMC has accepted the tender of the Contractor dated 22-03-2012 at 20.00% above the Schedule of rates amounting to Rs.57,18,888/- for Part A, Offer Rates amounting to Rs.80,85,846/- for part-B and Difference cost of Material amounting to Rs.16,01,163/- for Part-C for construction and completion of the work namely REPAIR & MAINTENANCE OF LANDHI KORNGI ZOO, KMC at a cost of Rs.1,54,05,897/- (Rupees One Crore Fifty Four Lac Five Thousand Eight Hundred & Ninety Seven Only) within a period of 90 Days and Penalty Rs.3000/- per day according to the specification and general conditions of the contract signed by the Contractor after having made himself fully acquainted with their meaning.

AND WHEREAS the Contractor has already deposited with the KMC a sum of Rs. 3,36,000/- (Rupees Three Lac Thirty Six Thousand only).

Vide Pay Order/Bank Guarantee Nn. 21165  
Dated 22-03-2012 from Sindh Bank  
Bank Court Road  
Branch, Karachi on account of 2% Bid Securitys for the said contract. vide Challan No. Nil dated 29-03-2012.

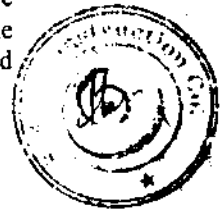
AND WHEREAS the Contractor has also deposited a Pay Order No. 21165 dated 22-03-2012 / Bank Guarantee No. --- dated --- from Sindh Bank Bank Court Road Branch Branch, Karachi for an amount of Rs. 3,36,000/- (Rupees Three Lac Thirty Six Thousand only) as 2% Bid security and balance 3% Performance Security will be deduct from running bills make total ..... performance security equal to 5% of the contract value in place of above referred Pay Order of 2% Bid Security for due performance of the contract. In order to make the Performance Security equal to 10% of the contract value, the remaining 5% will be deducted from running bills as Retention Money. The claim for refund of Performance Security and Retention Money can be lodged according to the terms & conditions of the contract.



OVERSEAS DEPARTMENT OF STAMPS  
OFFICE, CIVIL COURTS,  
KARACHI

7 APR 2012

Contracting  
Karachi



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

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

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

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

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

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

- (i) The Contractor will engage a qualified Engineer of relevant field for proper supervision and execution of work. In case, the Contractor fails to do so, the KMC will hire an Engineer on behalf of the Contractor and the emoluments of the Engineer will be deducted from the bills of the Contractor.
- (ii) The Contractor will submit work methodology and activity plan before the start of work but not later than 7 days after issuance of Work Order.
- (iii) Aggregate Base Course during road construction will be laid by Graders only.

Contractor  
Planning  
Director



- (iv) The Contractor will ensure availability of machinery and equipment and would also ensure their proper use on the work. In case of default, the KMC will be at liberty to hire plant and machinery on its own and the charges will be recovered from the bills of the contractor.
- (v) The work on road/bridges/flyovers will be carried out by the contractor round the clock in order to reduce the time of completion for the public convenience. The electricity charges and other expenditure involved during execution of work will be paid by the contractor.
- (vi) In case of non-completion of the work within the stipulated time or if the contractor is found delaying the work deliberately he will be penalized by the Engineer -in- Charge strictly in accordance with the Penalty / compensation clause of the contract.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that the KMC and the Contractor shall respectively and well truly carry out and fulfill the contract and abide by all terms and conditions and specifications thereof.

IN WITNESS WHEREOF the said parties have set their respective hands this 17<sup>th</sup> day of APRIL 2012.

*Aj in 17/4/2012*  
**KARACHI METROPOLITAN CORPORATION**

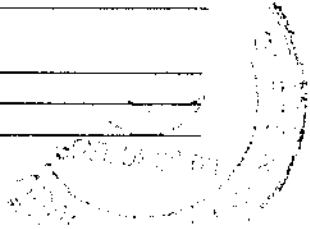


**CONTRACTOR**



**WITNESSES:-**

- 1. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 2. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



(INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.



Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....



[Seal]



**KARACHI METROPOLITAN CORPORATION**  
**OFFICE OF THE SUPERINTENDING ENGINEER (CM)**  
**ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMC/367/2012

Dated: 14-4-2012

To,  
M/s SMK Construction Company,  
Flat # 6, Plot # 76-E,  
22<sup>nd</sup> Commercial Street Phase-II Ext.DHA,  
Karachi.

*[Handwritten signature]*  
16/4/12

**(ACCEPTANCE LETTER)**

Subject: - **REPAIR & MAINTENANCE OF LANDHI KORNGI ZOO, KMC.**  
**(District ADP Block Allocation (2011-12))**

The Competent authority has been pleased to accept your tender dated 22-03-2012 at 20.00% above the Schedule of rates amounting to Rs.57,18,888/- for Part A. Offer Rates amounting to Rs.80,85,846/- for part-B and Difference cost of Material amounting to Rs.16,01,163/- for Part-C. Total amount for Part-A, B & C comes to Rs.1,54,05,897/- (Rupees One Crore Fifty Four Lac Five Thousand Eight Hundred & Ninety Seven Only) for the above mentioned work.

Therefore, as per requirement of the contract documents you are requested to deposit the 5% Performance Security amounting to **Rs.7,70,295/-** in shape of Pay Order/Bank Guarantee being part and parcel of the contract agreement and execute the contract agreement for which stamp paper of prescribed value of **Rs.46,218/-** @ 0.30% of sanctioned cost is required to be provided you to the undersigned's office.

*[Handwritten signature]*  
Superintending Engineer (CM), KMC.

C.C. to:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC.





KARACHI METROPOLITAN CORPORATION  
KARACHI ZOO, CS&R.

NISHTAR ROAD GARDEN WEST, KARACHI. ☎ 99215382-83

No.Dir/Zoo/CS&R/ 375 /2012

Dated: 22/3/2012

**BID EVALUATION REPORT**  
**(In compliance of Clause 45 of SPPRA Rule 2010)**

MCA

SPPRA INWARD DIARY  
No. 11063  
Dated 07/04/12  
Sindh Public Procurement  
Regulatory Authority Govt. of Sindh

1. Name of Procuring Agency / Department : Karachi Metropolitan Corporation
2. Tender Reference No : Dir/Zoo/CS&R/KMC/65/12 Dated 1-3-2012
3. Tender Description Name of Work : P/L Sewerage Line & Desalting of Existing Sewerage Line & Rep/Carpeting of Roads of Different Area / Lawn in side Karachi Zoo, CS&R, KMC.
4. Method of Procurement : Single Stage – One Envelop procedure.
5. Tender Published : SPPRA Website ID: 94605/3/12  
Daily Umat, Daily Business Recorder etc.
6. Total Bid Documents Sold : 03 Nos.
7. Total Bid Received : 03 Nos.
8. Technical Bid qualification Date. ( if App) : Not Applicable
9. No. of Bid qualified (if Applicable) : Not Applicable
10. Bid's rejected : Nil.
11. Financially Bid Opening Date : 22-3-2012
12. Bid Evaluation Report :

S. no	Name of Bidders	Rates Quoted	Ranking in term of Cost	Remarks
01	N.T.R Builders & Developers	Rs. 18,814,266/-	Lowest	Recommended for award of work being the lowest by the Procurement Committee.
02	Aamir Brothers	Rs. 977,987/-	2 <sup>nd</sup> Lowest	Not recommended due to higher rates.
03	Mehran Decorators	Rs. 998,361/-	Highest	Not recommended due to higher rates.

*Q. J. J.*  
ACCOUNT OFFICER  
ZOO, CS&R, KMC

*U. S. Khan*  
EXECUTIVE ENGINEER  
ZOO DEPARTMENT, K.M.C.

*[Signature]*  
DIRECTOR ZOO  
CS&R, KMC.

Director (CB), SPPRA, GOS  
(With a request to upload on SPPRA Website)

Director (Computer Section), Administrator Secretariat, KMC.  
(With a request to upload on CDGK website)

C.C. to:-

1. Director General (TS), KMC.
2. Chief Engineer (Zoo), KMC.
3. All Procurement Committee Members
4. PS to MD, SPPRA, Govt. of Sindh
5. Secretary to Administrator, Karachi.



**KARACHI METROPOLITAN CORPORATION  
KARACHI ZOO, CS&R.**

NISHTAR ROAD GARDEN WEST, KARACHI. ☎ 99215382-83

No.Dir/Zoo/CS&R/ 377/2012

Dated: 22/3/2012

**BID EVALUATION REPORT  
(In compliance of Clause 45 of SPPRA Rule 2010)**

SPPRA INWARD DARY  
 No. 1166  
 Date 22/3/12  
 Singh, (Chief Secy), SPPRA  
 Regulatory Authority Govt. of Sindh

1. Name of Procuring Agency / Department : Karachi Metropolitan Corporation
2. Tender Reference No : Dir/Zoo/CS&R/KMC/65/12 Dated 1-3-2012
3. Tender Description Name of Work : Renovation / Maintenance & Allied Works in side Karachi Zoo, KMC.
4. Method of Procurement : Single Stage – One Envelop procedure.
5. Tender Published : SPPRA Website ID: 7038/12 9460 5/3/12  
Daily Umat, Daily Business Recorder etc.
6. Total Bid Documents Sold : 03 Nos.
7. Total Bid Received : 03 Nos.
8. Technical Bid qualification Date. (if App) : Not Applicable
9. No. of Bid qualified (if Applicable) : Not Applicable
10. Bid's rejected : Nil.
11. Financially Bid Opening Date : 22-3-2012
12. Bid Evaluation Report :

S. no	Name of Bidders	Rates Quoted	Ranking in term of Cost	Remarks
01	Umair Enterprises	Rs. 19,277,681/-	Lowest	Recommended for award of work being the lowest by the Procurement Committee.
02	Biz Impex	Rs. 21,186,769/-	2 <sup>nd</sup> Lowest	Not recommended due to higher rates.
03	M.K Corporation	Rs. 21,230,734/-	Highest	Not recommended due to higher rates.

ACCOUNT OFFICER  
 ZOO, CS&R, KMC

EXECUTIVE ENGINEER  
 ZOO DEPARTMENT, K.M.C.

DIRECTOR ZOO  
 CS&R, KMC.

Director(CB), SPPRA, GOS  
(With a request to upload on SPPRA Website)

Director (Computer Section), Administrator Secretariat, KMC.  
(With a request to upload on CDGK Website)

- C.C. to:-
1. Director General(TS), KMC.
  2. Chief Engineer(Zoo), KMC.
  3. All Procurement Committee Members.
  4. PS to MD, SPPRA, Govt. of Sindh.
  5. Secretary to Administrator, Karachi.



KARACHI METROPOLITAN CORPORATION  
 KARACHI ZOO, CS&R.  
 NISHTAR ROAD GARDEN WEST, KARACHI. ☎ 99215382-83

No.Dir/Zoo/CS&R/ 378 /2012

Dated: 22/3/2012

**BID EVALUATION REPORT**  
**(IN Compliance of Clause 45 of SPPRA 2010)**

SPPRA INVOICE No. 110-69  
 Dated: 22/3/12  
 Sindh Public Procurement Regulatory Authority Govt. of Sindh

- |   |   |
|---|---|
| 1. Name of Procuring Agency:            | Karachi Metropolitan Corporation  |
| 2. Tender Reference no:                 | DIR/ZOO/CS&R/KMC/65/12<br>Dated: 1-3-2012                                   |
| 3. Tender Description / Name Of Work:   | Repair & Maintenance of Landhi Korangi Zoo, KMC.                            |
| 4. Method of Procurement                | Single Stage-One Envelope Procedure.  |
| 5. Tender Published                     | SPPRA website: 9460-5/3/12 Daily Umat, Daily Business Recorder etc. 7038/12 |
| 6. Total Bid documents sold             | 03 Nos.   |
| 7. Total Bid Received                   | 03 Nos.   |
| 8. Technical Bid opening Date.(if App)  | Not Applicable  |
| 9. No. of Bid qualified (if Applicable) | Not Applicable  |
| 10. Bid(s) Rejected                     | Nil   |
| 11. Financially Bid opening date        | 22-3-2012   |
| 12. Bid Evaluation Report               |   |

S/N	Name of Firm /Bidder	Rates Quoted	Ranking in Terms of Cost	Remarks
1	SMK Construction Company	Rs. 15,405,897/-	Lowest	Recommended for award of Work being the Lowest by the Procurement Committee.
2	Exceed (Pvt) Ltd.	Rs. 15,570,897/-	2 <sup>nd</sup> Lowest	Not Recommended due to Higher Rates
3	AL-Khair Construction Company	Rs. 16,440,337/-	Highest	Not Recommended due to Higher Rates

*[Signature]*  
 EXECUTIVE ENGINEER  
 ZOO DEPARTMENT, K.M.C.

*[Signature]*  
 EXECUTIVE ENGINEER  
 ZOO DEPARTMENT, K.M.C.

*[Signature]*  
 DIRECTOR ZOO  
 CS&R, K.M.C.

Director(CD), SPPRA, GOS  
 (with a request to upload on SPPRA Website)

Director (Computer Section), Administrator Secretariat, KMC.  
 (with a request to upload on CDGK Website)

- C.C. to :-
1. Director General(TS), KMC
  2. Chief Engineer(Zoo), KMC.
  3. All Procurement Committee Members
  4. PS to MD, SPPRA, Govt. of Sindh
  5. Secretary to Administrator, Karachi.



KARACHI METROPOLITAN CORPORATION  
 KARACHI ZOO, CS&R.  
 NISHTAR ROAD GARDEN WEST, KARACHI. ☎ 99215382-83

No. Dir/Zoo/CS&R/ 376 /2012

Dated: 22/3/2012

**BID EVALUATION REPORT**  
**(In compliance of Clause 45 of SPPRA Rule 2010)**

SPPRA INWARD DIARY  
 No. 11066  
 Dated: Muz  
 Sindh Public Procurement  
 Regulatory Authority Govt. of Sindh

1. Name of Procuring Agency / Department : Karachi Metropolitan Corporation ✓
2. Tender Reference No : Dir/Zoo/CS&R/KMC/65/12 ✓  
Dated 1-3-2012
3. Tender Description Name of Work : Construction / Renovation of Imeli ✓  
Road at Karachi Zoo, KMC.
4. Method of Procurement : Single Stage – One Envelop  
procedure. 7038/12
5. Tender Published : SPPRA Website ID: 9460 5/3/12  
Daily Umat, Daily Business  
Recorder etc.
6. Total Bid Documents Sold : 03 Nos.
7. Total Bid Received : 03 Nos.
8. Technical Bid qualification Date. ( if App) : Not Applicable
9. No. of Bid qualified (if Applicable) : Not Applicable
10. Bid's rejected : Nil.
11. Financially Bid Opening Date : 22-3-2012 ✓
12. Bid Evaluation Report :

S. no	Name of Bidders	Rates Quoted	Ranking in term of Cost	Remarks
01	Umair Enterprises	Rs. 19,214,985/-/-	Lowest	Recommended for award of work being the lowest by the Procurement Committee.
02	M.K Corporation	Rs. 21,053,386/-/-	2 <sup>nd</sup> Lowest	Not recommended due to higher rates.
03	Biz Impex	Rs. 21,296,957/-	Highest	Not recommended due to higher rates.

*[Signature]*  
 ACCOUNT OFFICER  
 ZOO, CS&R, KMC

*[Signature]*  
 EXECUTIVE ENGINEER  
 ZOO DEPARTMENT, K.M.C.

*[Signature]*  
 DIRECTOR ZOO  
 CS&R, KMC,

Director(CB), SPPRA, GOS  
 (With a request to upload on SPPRA Website)

Director (Computer Section), Administrator Secretariat, KMC.  
 (With a request to upload on CDGK Website)

- C.C. to :-
1. Director General(TS), KMC.
  2. Chief Engineer(Zoo), KMC.
  3. All Procurement Committee Members.
  4. PS to MD, SPPRA, Govt. of Sindh.
  5. Secretary to Administrator, Karachi.