

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. City District Government Karachi
- 2). PROVINCIAL GOVT./LOCAL GOVT./OTHER District ADP (2011-12)
- 3). TITLE OF CONTRACT Improvement & Rehabilitation of Roads, Storm Water Drain from F-63 to Beach Park (Shahrah-e-Attar Round About) in Block-4 Clifton 05 Saddar Town.
- 4). TENDER NUMBER CDGK/W&S/CM/51/10-11
- 5). BRIEF DESCRIPTION OF CONTRACT It will facilitate & benefited to community of and eliminate existing un hygienic condition and Improvement & Rehabilitation of Roads, Storm Water Drain from F-63 to Beach Park (Shahrah-e-Attar Round About) in Block-4 of Scheme-5 Clifton and adjoining areas. It will improve aesthetics of the area.
- 6). FORUM THAT APPROVED THE SCHEME DDWP meeting held on 05-11-2010
- 7). TENDER ESTIMATED VALUE Rs. 19.910 Million
- 8). ENGINEER'S ESTIMATE Rs. 19.910 Million
(For Civil Works only)
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 120 Days
- 10). TENDER OPENED ON (DATE & TIME) 15-02-2011
- 11). NUMBER OF TENDER DOCUMENTS SOLD 14 Nos.
(Attach list of buyers)
- 12). NUMBER OF BIDS RECEIVED Five (05 No.)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Five (08 No.)
- 14). BID EVALUATION REPORT Attached
(Enclose a copy)
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s M.D. Construction Co.
487, Bilalabad Block 'S' N.Nazimabad
Karachi.
- 15). DATE OF CONTRACT SIGNING 18-10-2011
(Attach a copy of agreement)
- 17). CONTRACT AWARD PRICE Rs. 1,55,58,000/-

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

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

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

Yes	✓	No	
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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	✓	No	
-----	---	----	--

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

Yes	✓	No	
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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	
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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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CITY DISTRICT GOVERNMENT KARACHI
WORKS & SERVICES GROUP OF OFFICES
OFFICE OF THE DISTRICT OFFICER-II (CM), W&S

No.DO-II/CM/W&S/CDGK/ 208 /2011

Dated: 19-10-11

To,
M/s M.D. Construction Co.,
487, Bilalabad Block 'S',
North Nazimabad,
Karachi.

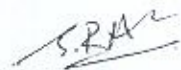
WORK ORDER

Subject:- **IMPROVEMENT & REHABILITATION OF ROADS, STORM WATER DRAIN FROM F-63 TO BEACH PARK (SHAHRAH-E-ATTAR ROUND ABOUT) IN BLOCK NO.04 CLIFTON 05 SADDAR TOWN.** (District ADP 2011-12)

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of **Rs.1,55,58,000/-** (Rupees One Crore Fifty Five Lac Fifty Eight Thousand Only) at 35.00% above the Schedule of rates amounting to Rs.1,14,97,896/- for Part-A, 20.00% above the A/R amounting to Rs.19,82,610/- for Part-B, Offer rates amounting to Rs.40,53,700/- for part-C and Difference cost of Material amounting to Rs.1,55,58,000/- for Part-D. You may therefore contact The District Officer-I(CZ-I), W&S, CDGK 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 M.D. Construction Co. and CDGK. The time of completion of work specified in the contract agreement is **120 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.


DISTRICT OFFICER-II(CM),
W&S, CDGK

C.C. TO:-

1. Executive District Officer (W&S), CDGK.
2. District Officer-I (CM), W&S, CDGK
3. District Officer-I(CZ-I), W&S, CDGK
 - i. To ensure for obtaining an Addendum Performance Guarantee with extended validity prior to the expiry of the current Guarantee) (if any)
 - ii. To circulate the date of commencement to the Office of EDO(W&S), DO-I(CM),W&S and AAO, W&S, CDGK.(if any)
 - iii. To implement all instructions of the bidding documents during execution of work (if any)
4. District Officer-II (I&QC) W&S, CDGK.
5. AAO (Works & Services), CDGK.
6. Dy. District Officer (Accounts) W&S, CDGK.
7. Secretary to Administrator, CDGK.
8. PS to D.C.O. CDGK.
9. The In house Consultant M/s NAA Consulting Engineers (Pvt) Ltd.

04
12/10/11

107
5/10/2011

Stamp Value Rs. 46,675/-

CITY DISTRICT GOVERNMENT KARACHI

AGREEMENT

Project IMPROVEMENT & REHABILITATION OF ROADS, STORM WATER DRAIN FROM F-63 TO BEACH PARK (SHAHRAH-E-ATTAR ROUND ABOUT) IN BLOCK NO.04 CLIFTON 05 SADDAR TOWN.
(District ADP 2011-12)

Cost Rs.1,55,58,000/- (Rupees One Crore Fifty Five Lac Fifty Eight Thousand Only).

Completion Time: 120 Days

Penalty: Rs.3000/- P.day

An Agreement made this 18th day of oct 2011 Between the City District Government Karachi through its District Officer-I (CM) W&S, CDGK hereinafter called the "CDGK", (which expression shall mean and include his successors) of the one part and M/s M.D. Construction Co. having their office at 487, Bilalabad, Block 'S', North Nazimabad, Karachi through their Proprietor Mr. Moula Dad hereinafter called the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignees) of the other Part.

Whereas the CDGK has accepted the tender of the Contractor dated 15-02-2011 on percentage basis at 35.00% above the Schedule of rates amounting to Rs.1,14,97,896/- for Part-A, 20.00% above the A/R amounting to Rs.19,82,610/- for Part-B, Offer rates amounting to Rs.40,53,700/- for part-C and Difference cost of Material amounting to Rs.1,55,58,000/- for Part-D for construction and completion of the work namely IMPROVEMENT & REHABILITATION OF ROADS, STORM WATER DRAIN FROM F-63 TO BEACH PARK (SHAHRAH-E-ATTAR ROUND ABOUT) IN BLOCK NO.04 CLIFTON 05 SADDAR TOWN at a cost of Rs. 1,55,58,000/- (Rupees One Crore Fifty Five Lac Fifty Eight Thousand Only) within a period of 120 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 CDGK a sum of Rs. 4,00,000/- (Rupees Four Lacs only).

District Officer-I
(CM) W&S CDGK

Vide Pay Order/Bnk Guarantee No. 0279207
Dated 07-02-2011 from Bank Islami Pakistan Ltd.
Bank Ad-Hilal Society Branch
Branch, Karachi on account of 2% Bid Security for the said contract.

AND WHEREAS the Contractor in place of above referred Pay Order of 2% Bid Security has also deposited a Pay Order No. - dated - / Bank Guarantee No PG/1039/001/11 dated 18-10-2011 from Bank Islami Pakistan Ltd. Bank Al-Hilal Society Branch, Karachi. Branch, Karachi for an amount of Rs. 15,55,800/- (Rupees Fifteen Lac Fifty Five Thousand only).

as performance security equal to 10% of the contract value for due performance of the contract. The claim for refund of 10% Performance Security can be lodged after satisfactory completion of the work and on issuance of completion certificate by the Engineer in charge.

M.D. Construction Co.
Proprietor

04
12/10/11

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 CDGK over the Security and Performance Bond for due fulfillment of the contract and does hereby bind himself, his heirs, successors legal representative and assignee to pay to the CDGK, 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 CDGK 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 form and be read and construed as part of this Agreement.

- I. Notice inviting tenders.
- II. Tender documents marked 2/5 and dated 15-02-2011 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.

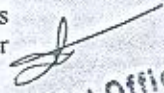
AND WHEREAS in consideration of the payments to be made by the CDGK to the Contractor as hereinafter mentioned the Contractor hereby covenants with the CDGK to execute and complete the work and remedy the defects therein in all respect in conformity with the provision of the contract.

AND WHEREAS the CDGK 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 CDGK, 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 CDGK 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.


District Officer
(CM) W&S CDGK

Construction Co
Director

- (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 CDGK 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 CDGK, will be final conclusive and binding on the Contractor.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the CDGK 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 18th day of oct 2011.



CITY DISTRICT GOVERNMENT KARACHI

District Officer-t
(CM) W&S CDGK

M/S. R. D. Construction Co
Proprietor
CONTRACTOR

WITNESSES:-

1. Zak Bani

2. Nasir A. D.

21/11





CITY DISTRICT GOVERNMENT KARACHI
OFFICE OF THE DISTRICT OFFICER-II(CM)
CONTRACT MANAGEMENT CELL

No. DO-II/CM/W&S/CDGK/516/2011

Dated: 29-9-2011

To,
M/s M.D. Construction Co.,
487, Bilalabad, Block 'S',
North Nazimabad,
Karachi.

(ACCEPTANCE LETTER)

Subject:- **IMPROVEMENT & REHABILITATION OF ROADS, STORM WATER DRAIN FROM F-63 TO BEACH PARK (SHAHRAH-E-ATTAR ROUND ABOUT) IN BLOCK NO.04 CLIFTON 05 SADDAR TOWN.**
(District ADP 2011-12)

The Competent authority has been pleased to accept your tender dated 15-02-2011 at 35.00% above the Schedule of rates amounting to Rs.1,14,97,896/- for Part-A, 20.00% above the A/R amounting to Rs.19,82,610/- for Part-B, Offer rates amounting to Rs.40,53,700/- for part-C and Difference cost of Material amounting to Rs.1,55,58,000/- for Part-D, Total amount for Part-A,B, C & D comes to **Rs.1,55,58,000/-** (Rupees One Crore Fifty Five Lac Fifty Eight Thousand Only) for the above mentioned work.

Therefore, as per requirement of the contract documents you are requested to deposit the 10% Performance Security amounting to **Rs.15,55,800/-** 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.46,674/-** @ 0.30% of sanctioned cost is required to be provided you to the undersigned's office.

S.R.A.
District Officer -II(CM), CDGK.

C.C. to:-

1. Executive District Officer (W&S), CDGK.
2. District Officer-I (CM), W&S, CDGK.
3. Dy. District Officer (Accounts), W&S, CDGK

Received

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. City District Government Karachi
- 2). PROVINCIAL GOVT./LOCAL GOVT./OTHER District ADP (2011-12)
- 3). TITLE OF CONTRACT Improvement & Rehabilitation of Roads, Storm Water Drain and Catch Pits in Block No.03,05,07 Clifton 05 Saddar Town.
- 4). TENDER NUMBER CDGK/W&S/CM/52/10-11
- 5). BRIEF DESCRIPTION OF CONTRACT It will facilitate & benefited to community of and eliminate existing un hygienic condition and Improvement & Rehabilitation of Roads, Storm Water Drain and Catch Pits in Block No.03,05,07 at different places of Scheme-5 Clifton and adjoining areas. It will improve aesthetics of the area.
- 6). FORUM THAT APPROVED THE SCHEME DDWP meeting held on 05-11-2010
- 7). TENDER ESTIMATED VALUE Rs. 19.922 Million
- 8). ENGINEER'S ESTIMATE (For Civil Works only) Rs. 19.922 Million
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 120 Days
- 10). TENDER OPENED ON (DATE & TIME) 15-02-2011
- 11). NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 14 Nos.
- 12). NUMBER OF BIDS RECEIVED Eight (08 No.)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Eight (08 No.)
- 14). BID EVALUATION REPORT (Enclose a copy) Attached
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Insaf & Brothers
Plot No. 65-W, P.E.C.H.S.
Karachi.
- 15). DATE OF CONTRACT SIGNING (Attach a copy of agreement) 06-10-2011
- 17). CONTRACT AWARD PRICE Rs. 1,99,52,068/-
- 18). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT

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 # 2762/2011

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

Yes	Daily Express & Daily Times dated 10-01-2011, Daily Janbaz and Daily Tameer-e-Sindh dated 11-01-2011 etc.
No	

23). NATURE OF CONTRACT

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

Yes	✓	No	
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25). WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	✓	No	
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26). WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

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

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

Yes	✓	No	
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- 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	
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- 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	
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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	<input type="checkbox"/>	No	NA
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41). SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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Signature & Official Stamp of
Authorized Officer _____

S. R. A.

FOR OFFICE USE ONLY

**DISTRICT OFFICER
CONTACT MANAGEMENT
(W&S) C.D.G.K.**

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

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



CITY DISTRICT GOVERNMENT KARACHI
WORKS & SERVICES GROUP OF OFFICES
OFFICE OF THE DISTRICT OFFICER-II (CM), W&S

No.DO-II/CM/W&S/CDGK/ 204/2011

Dated: 06-10-2011

To,
M/s Insaf & Brothers,
Plot # 65-W, PECHS,
Karachi.

WORK ORDER

Subject:- **IMPROVEMENT & REHABILITATION OF ROADS, STORM WATER DRAIN AND CATCH PITS IN BLOCK NO.03,05,07 CLIFTON 05 SADDAR TOWN.**

(District ADP 2011-12)

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of **Rs.1,99,52,068/-** (Rupees One Crore Ninety Nine Lac Fifty Two Thousand & Sixty Eight Only) at 35.00% above the Schedule of rates amounting to Rs.69,98,578/- for Part-A, 02.00% above the A/R amounting to Rs.89,51,227/- for Part-B, Offer rates amounting to Rs.17,84,965/- for part-C and Difference cost of Material amounting to Rs.22,17,298/- for Part-D. You may therefore contact The District Officer-I(CZ-I), W&S, CDGK 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 Insaf & Brothers and CDGK. The time of completion of work specified in the contract agreement is **120 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.

S.P.A.C.
DISTRICT OFFICER-II(CM),
W&S, CDGK

C.C. TO:-

1. Executive District Officer (W&S), CDGK.
2. District Officer-I (CM), W&S, CDGK
3. District Officer-I(CZ-I), W&S, CDGK
 - i. To ensure for obtaining an Addendum Performance Guarantee with extended validity prior to the expiry of the current Guarantee) (if any)
 - ii. To circulate the date of commencement to the Office of EDO(W&S), DO-I(CM),W&S and AAO. W&S, CDGK.(if any)
 - iii. To implement all instructions of the bidding documents during execution of work (if any)
4. District Officer-II (I&QC) W&S, CDGK.
5. AAO (Works & Services), CDGK.
6. Dy. District Officer (Accounts) W&S, CDGK.
7. Secretary to Administrator, CDGK.
8. PS to D.C.O. CDGK.
9. The In house Consultant M/s NAA Consulting Engineers (Pvt) Ltd.

No = 14
3/10/2011

Stamp Value Rs. 59,860/-

CITY DISTRICT GOVERNMENT KARACHI

AGREEMENT

Project IMPROVEMENT & REHABILITATION OF ROADS, STORM WATER DRAIN AND CATCH PITS IN BLOCK NO.03,05,07 CLIFTON 05 SADDAR TOWN. (District ADP 2011-12)

Cost Rs.1,99,52,068/- (Rupees One Crore Ninety Nine Lac Fifty Two Thousand & Sixty Eight Only).

Completion Time: 120 Days

Penalty: Rs.3000/- P.day

An Agreement made this 6th day of October 2011 Between the City District Government Karachi through its **District Officer-I (CM) W&S, CDGK** hereinafter called the "CDGK", (which expression shall mean and include his successors) of the One part and **M/s Insaf & Brothers** having their office at **Plot # 65-W, PECHS, Karachi** through their Proprietor **Mr. Insaf Ahmed** hereinafter called the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignees) of the other Part.

Whereas the CDGK has accepted the tender of the Contractor dated 15-02-2011 on percentage basis at 35.00% above the Schedule of rates amounting to Rs.69,98,578/- for Part-A, 02.00% above the A/R amounting to Rs.89,51,227/- for Part-B, Offer rates amounting to Rs.17,84,965/- for part-C and Difference cost of Material amounting to Rs.22,17,298/- for Part-D for construction and completion of the work namely **IMPROVEMENT & REHABILITATION OF ROADS, STORM WATER DRAIN AND CATCH PITS IN BLOCK NO.03,05,07 CLIFTON 05 SADDAR TOWN** at a cost of Rs.1,99,52,068/- (Rupees One Crore Ninety Nine Lac Fifty Two Thousand & Sixty Eight Only) within a period of 120 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 CDGK a sum of Rs. 4,00,000/- (Rupees Four Lacs only) only)

Vide Pay Order/Bnk Guarantee No. 0000928
Dated 15-02-2011 from Meezan Bank Limited
Bank Shah Faisal Colony
Branch, Karachi on account of 2% Bid Security for the said contract.

AND WHEREAS the Contractor in place of above referred Pay Order of 2% Bid Security has also deposited a Pay Order No. -- dated -- / Bank Guarantee No SME/LOG-0101/0118/11 dated 06-10-2011 from Meezan Bank Limited, Bank Meezan House, C-25, Estate Avenue, Branch, Karachi for an amount of Rs. 20,00,000/- (Rupees Twenty Lacs only) only)

as performance security equal to 10% of the contract value for due performance of the contract. The claim for refund of 10% Performance Security can be lodged after satisfactory completion of the work and on issuance of completion certificate by the Engineer in charge.

INSAAF
BROTHERS



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 CDGK over the Security and Performance Bond for due fulfillment of the contract and does hereby bind himself, his heirs, successors legal representative and assignee to pay to the CDGK, 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 CDGK 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 1/8 and dated 15-02-2011 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 CDGK to the Contractor as hereinafter mentioned the Contractor hereby covenants with the CDGK 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 CDGK 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 CDGK, 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 CDGK 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.

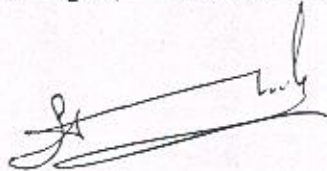
INSAR
AND
OTHERS

- (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 CDGK 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 CDGK, will be final conclusive and binding on the Contractor.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the CDGK 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 6th day of October 2011.



CITY DISTRICT GOVERNMENT KARACHI

**District Officer-I
(CM) W&S CDGK.**


CONTRACTOR


WITNESSES:-

1. Nizam A. Qureshi

2/1/11

2. Zak Building

[Handwritten signature]



CITY DISTRICT GOVERNMENT KARACHI
OFFICE OF THE DISTRICT OFFICER-II (CM)
WORKS & SERVICES GROUP OF OFFICES

No. DO-II(CM)/W&S/CDGK/ 507 /11

Dated: 29-9-11

The Manager (CB),
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Karachi.


SPPRA INWARD DIARY
No. 2189
Dated 19/9/11
Sindh Public Procurement
Regulatory Authority, Govt. of Sindh

Subject: **N.I.T. NO. DO(CM)/W&S/CDGK/482/11 DATED 24-12-2010.**

Reference: Dir(CB-0384)/SPPRA/37-1(CDGK)11-12/1617 dated 19-09-2011.

Referring your above noted letter on the subject N.I.T. it is to inform you that the files pertaining to the subject N.I.T. are in the process of approval of the competent authority and formal agreement will soon be signed as soon as the sanctions are received in this office.

Bid Evaluation Report duly signed by the members of the Procurement Committee is enclosed herewith as desired.


District Officer-II (CM), W&S, CDGK

C.C. to:

1. Executive District Officer (W&S), CDGK
2. District Officer-I (CM), W&S, CDGK,
3. Director Local Fund Audit Karachi
4. PS to Secretary Local Govt. Department, GOS, Karachi
5. PS to DCO, Karachi
6. Office Copy



CITY DISTRICT GOVERNMENT KARACHI
OFFICE OF THE DISTRICT OFFICER (CM)
WORKS & SERVICES GROUP OF OFFICES

No. DO/CM/W&S/CDGK/S-II/ 467/2011

Dated: 18-02-2011

BID EVALUATION REPORT

(In Compliance of Clause 45 SPP Rules 2010)

1. Name of Procuring Agency: City District Government Karachi
2. Tender Reference No: CDGK/W&S/CM/51/10-11
3. Tender Description/Name of work/item: IMPROVEMENT & REHABILITATION OF ROAD & STORM WATER DRAIN FROM F-63 TO BEACH PARK (SHAHRAH-E-ATTAR ROUND ABOUT) IN BLOCK NO. 04, SCHEME-05, CLIFTON.
4. Method of Procurement: Single Stage – One Envelope Procedure
5. Tender Published: Daily Express & Daily Times dated 10-01-2011 and Daily Janbaz & Daily Tameer-e-Sindh dated 11-01-2011, SPPRA Website ID # 2762/2011.
6. Total Bid documents Sold: 14 Nos.
7. Total Bids Received: 05 Nos.
8. Technical Bid Opening date: (if applicable) Not Applicable (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): Not Applicable
10. Bid (s) Rejected: 01 Nos. (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 15-02-2011
12. Bid Evaluation Report:

SN	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/s MD Construction Co.	Rs.1,55,58,000/-	1 st Lowest	15.63% Below the estimated cost of Rs.18,440 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Recommended for award of work
2	M/s King Enterprises	Rs.1,84,28,527/-	2 nd Lowest	0.06% Below the estimated cost of Rs.18,440 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents	Not recommended due to higher rates
3	M/s Nisar A. Brothers	Rs.1,90,92,762/-	3 rd Lowest	3.54% Above the estimated cost of Rs.18,440 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents	Not recommended due to higher rates

SN	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
4	M/s Insaf & Brothers	Rs.1,92,94,571/-	4 th Lowest	4.63% Above the estimated cost of Rs.18.440 Million	Qualified as per Minimum Qualification / Eligibility Criteria Rebate is not considered as per decision of SPPRA's letter No Dir(CB-0384)SPPRA/37-1 (CDGK)10-11/389 dated 20-07-2011	Not recommended due to higher rates
5	M/s M.A. Construction Co.	Rs.2,30,76,762/-	5 th Lowest	25.15% Above the estimated cost of Rs.18.440 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents	Non Responsive

This issued with the approval of the members of the procurement committee.

Member /
In-House Consultant

C.P.A.
Member / Secretary
District Officer-II (CM),
W&S, CDGK

[Signature]
Member /
Addl. District Officer (T&C),
CDGK

[Signature]
Member /
District Officer-II (Concerned),
CDGK

[Signature]
Member /
D.D.O (Accounts), W&S, CDGK

[Signature]
Member /
District Officer-I (P&D),
W&S, CDGK

[Signature]
Chairman / District Officer (CM),
W&S, CDGK

Director (CB), SPPRA, GOS

(With a request to upload on SPPRA Website)

Director (Computer Section), Administrator Secretariat, Karachi

(With a request to upload on CDGK Website)

C.C. to:-

1. Executive District Officer (W&S), CDGK.
2. District Officer(CZ Concerned), W&S, CDGK
3. All Procurement Committee Members
4. PS to MD, SPPRA, Govt. of Sindh.
5. Secretary to Administrator, Karachi
6. P.S. to DCO, Karachi
7. In House Consultant M/s NAA/NESPAK.



CITY DISTRICT GOVERNMENT KARACHI
OFFICE OF THE DISTRICT OFFICER (CM)
WORKS & SERVICES GROUP OF OFFICES

No. DO/CM/W&S/CDGK/S-II/ 468/2011

Dated: 18-08-2011

BID EVALUATION REPORT

(In Compliance of Clause 45 SPP Rules 2010)

1. Name of Procuring Agency: City District Government Karachi
2. Tender Reference No: CDGK/W&S/CM/52/10-11
3. Tender Description/Name of work/item: IMPROVEMENT & REHABILITATION OF ROADS, STORM WATER DRAIN & CATCH PITS IN BLOCK NO. 03, 05 & 07, CLIFTON, SCHEME-05, SADDAR TOWN, KARACHI.
4. Method of Procurement: Single Stage – One Envelope Procedure
5. Tender Published: Daily Express & Daily Times dated 10-01-2011 and Daily Janbaz & Daily Tameer-e-Sindh dated 11-01-2011, SPPRA Website ID # 2762/2011.
6. Total Bid documents Sold: 18 Nos.
7. Total Bids Received: 08 Nos.
8. Technical Bid Opening date: (if applicable) Not Applicable (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): Not Applicable
10. Bid (s) Rejected: 05 Nos. (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 15-02-2011
12. Bid Evaluation Report:

SN	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/s MD Construction Co.	Rs.1,54,44,000/-	1 st Lowest	20.15% Below the estimated cost of Rs.19.342 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents	Non Responsive
2	M/s Insaf & Brothers	Rs.1,99,52,068/-	2 nd Lowest	3.15% Above the estimated cost of Rs.19.342 Million	Qualified as per Minimum Qualification / Eligibility Criteria. Rebase is not considered as per decision of SPPRA's letter No.Dn(CB-0384)/SPPRA/37-1 (CDGK/10-11/589 dated 20-07-2011)	Recommended for award of work
3	M/s Nisar A. Brothers	Rs.1,99,78,992/-	3 rd Lowest	3.29% Above the estimated cost of Rs.19.342 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents	Not recommended due to higher rates

SN	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
4	M/s King Enterprises	Rs.2,01,08,880/-	4 th Lowest	3.99% Above the estimated cost of Rs.19.342 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Not recommended due to higher rates
5	M/s Mohammad Samad & Co.	Rs.2,02,16,292/-	5 th Lowest	4.52% Above the estimated cost of Rs.19.342 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
6	M/s J.K. & Co.	Rs.2,04,62,583/-	6 th Lowest	5.79% Above the estimated cost of Rs.19.342 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
7	M/s Pak Const. Engineering	Rs.2,06,55,232/-	7 th Lowest	6.79% Above the estimated cost of Rs.19.342 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
8	M/s M.A. Construction Co.	Rs.2,67,95,171/-	8 th Lowest	38.53% Above the estimated cost of Rs.19.342 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive

This issued with the approval of the members of the procurement committee.

Member /
In-House Consultant

Member /
District Officer-II (Concerned),
CDGK

Member / Secretary
District Officer,II (CM),
W&S, CDGK

Member /
D.D.O (Accounts), W&S, CDGK

Chairman / District Officer (CM),
W&S, CDGK

Member /
Addl. District Officer (T&C),
CDGK

Member /
District Officer-I (P&D),
W&S, CDGK

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

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

C.C. to:-

1. Executive District Officer (W&S), CDGK.
2. District Officer(CZ Concerned), W&S, CDGK
3. All Procurement Committee Members
4. PS to MD, SPPRA, Govt. of Sindh.
5. Secretary to Administrator, Karachi
6. P.S. to DCO, Karachi
7. In House Consultant M/s NAA/NESPAK.