

AGREEMENT

THIS AGREEMENT made this ____day of February, 2012 BETWEEN - KW&SB and Contractor M/s. Tech. Built. for executing the work of "CONSTRUCTION OF BLOCK MASONRY WORK IN FRONT OF BLOCK B, C, D, E & CHAIRMAN OFFICE AT 9TH MILE", under SPPR Rule 2010 on item rate basis costing of Rs.4.97.147/- (Rupees Four Lac Ninety Sever Thousand One Hundred Forty Seven One) on the assessed rate of Evaluation Committee vide Para 22/N to 30/N duly approved by the M.D., KWSB vide Para No.20/N and Financial Concurrence accorded by Finance Department against B.G No. 6083-24 for the year 2010-2011 as per Para 50/N to 61/N.

The following documents are part of this agreement.

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

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

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

Cont...P/2



(Page # 2)

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

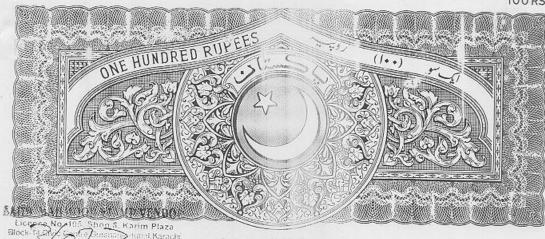
IN WITNESS WHEREOF the parties here to have hereunto set their respective hands and seals and ears first above writing.

M/s. Tech. Built. CONTRACTOR Executive Engineer (KDC-1), KW&SB. Superintending Engineer, (BWSC), KW&SB.

(Jouling BEBT.D)

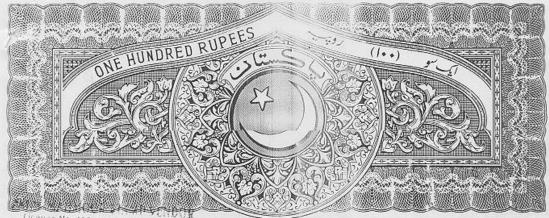


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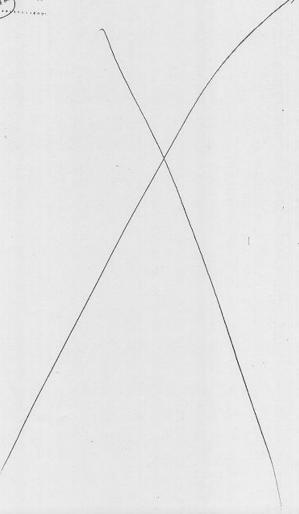
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STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

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

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

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

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

BIDDING DATA

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

(a). Name of Procuring agency <u>K.D(C-I), KW&SB.</u>

(b). Brief Description of Works <u>CONSTRUCTION OF BLOCK MASONRY WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK B, C, D, E & WORK IN FRONT OF BLOCK B, C, D, E & WORK IN FRONT OF B, C, D, E & WORK IN FRONT OF B, C, D, E & WORK IN FRONT OF B, C, D, E & WORK IN FRONT OF B, C, D, E & WORK IN FRONT OF B, C, D, E & WORK IN FRONT OF B, C, D, E & WORK IN FRONT OF B, C, D, E & WORK IN FRONT OF B, C, D, E & WORK IN FRONT OF B,</u>

CHAIRMAN OFFICE AT 9TH MILE

- (c). Procuring Agency's address:- BLOCK "B" 9TH MILE KARSAZ, NEAR AWAMI MARKAT.
- (d). Estimated Cost:- Rs.4,97,147/-
- (e). Amount of Bid Security:- <u>2% OF BID COST</u> (Fill in lump sum amount

 Or in % of bid amount / estimated cost, but not exceeding 5 %)
- (f). Period of Bid Validity (90 days):-
- (g) Security Deposit:- (including bid Security):- 10% including Bid Security.

 (In % age of bid amount / estimated cost equal to 10 %).
- (h). Percentage, if any, to be deducted from bills:- 1 1/2% WATER CHARGES
- (i). Deadline for issuance of Bids along with time: 05-09-2011.
- (j). Deadline for submission of Bids along with time: 05-09-2011 at 11:00 A.M
- (k). Venue, Time, and Date of Bid Opening :- IN THE ROOM OF C.E(IPD) / CONVENER OF PROCUREMENT COMMITTEE-1, AT BLOCK "B" 9TH MILE ON 05-09-2011 AT 11:30 AM.
- (I). Time for Completion from written order of commence:- 15 DAYS
- (L). Liquidity damages 0.05 of Estimated Cost of Bid cost per day of delay, but total not exceeding 10% ob bid cost.

Executive Engineer, K.D(C4), KW&SB.

Conditions of Contract

Clause - 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work.

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

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

Clause - 3: Termination of the Contract.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs,

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

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

Clause-10: Quality Control.

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

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

Clause - 11:

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

Clause - 12: Examination of work before covering up.

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

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if

Clause -18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS WORTH 50 MILLION (PKR) OR ABOVE

1)	NAME OF THE ORGANIZATION / DEPTT:	Karachi Division Civil-I
2)	PROVINCIAL / LOCAL GOVT. / OTHER	Local Govt. Department
3)	TITLE OF CONTRACT	Construction of Block Masonry work in front of Block B, C, D, E & Chairman Office at 9 th Mile.
4)	TENDER NUMBER	I.D. No.1818/2011
5)	BRIEF DESCRIPTION OF CONTRACT	Due to leakages at Syphon No.19 (First Phase) inside the boundary wall of Karachi University
6)	FORUM THAT APPROVED THE SCHEME	M.D., KWSB.
7)	TENDER ESTIMATED VALUE	Rs.4,97,147/-
8)	ENGINEER'S ESTIMATE (FOR CIVIL WORKS ONLY)	Rs.4,32,303/-
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	15 Days
10)	TENDER OPENED ON (DATE & TIME)	05-09-2011
11)	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST OF BUYERS)	<u>03 Nos.</u>
12)	NUMBER OF BIDS RECEIVED	03 Nos.
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	<u>03 Nos.</u>
14)	BID EVALUATION REPORT (ENCLOSE A COPY)	Copy attached
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Tech Built
16)	CONTRACT AWARD PRICE	Rs.4,97,147/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E $1^{\rm ST}, 2^{\rm ND}, 3^{\rm RD}$ EVALUATION BID)	M/s. Tech. Built. M/s. Riaz & Co.
18)	METHOD OF PROCUREMENT USED :- (TICK ONE)	3. M/s. Yasin Enterprise
a)	SINGLE STAGE-ONE ENVELOPE PROCEDURE	LOCAL
b)	SINGLE STAGE-TWO ENVELOPE PROCEDURE	
c)	TWO STAGE BIDDING PROCEDURE	
d)	TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE	

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

31)	ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	4.	
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32)	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS	Yes		
	(If yes, give reasons)	No	1	
			<u> </u>	
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (if yes, give reasons)	Yes		
		No	1	
			V	
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes give reasons)	Yes		
	(iii yoo giro rodosiio)	No	1	
35)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED	Ye	s √ No	
36)	WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IT SO, DETAIL TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD: (if yes, enclosed a copy)	Yes No √		
37)	Were proper safeguards provided on mobilization advance payment in the contract (Bank guarantee etc.)?	Ye	s No √	
38)	Special conditions, if any (If yes, give brief Description)	Yes		
		No	1	
	Signature & Official Stamp of AUTHORIZED OFFICER FOR OFFICE USE ONLY			

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

NO: P.A.CE(B.T)/Actt./KW&SB/2012/ 01

Dated: 21-2-12

To,

M/s. Tech. Built., House # B-410, Block-14, F.B. Area, Karachi.

LETTER OF ACCEPT ANCE

SUBJECT: CONSTRUCTION OF BLOCK MASONRY WORK IN FRONT OF BLOCK B, C, D, E & CHAIRMAN OFFICE AT 9TH MILE.

Sanction of Rs.4,97,147/- (Rupees Four Lac Ninety Seven Thousand One Hundred Forty Seven Only) is hereby accorded to award the above work to M/s. Tech. Built. on the assessed rate of Evaluation Committee vide Para 22/N to 30/N duly approved by the M.D., KWSB vide Para No.20/N and Financial Concurrence accorded by Finance Department as per Para 50/N to 61/N. The expenditure is chargeable to Head of Account No. 6083-24. 2% Earnest money is hereby treated as performance security and balance 8% will be deducted from bill.

You are therefore, directed to attend the office of the undersigned alongwith non judicial stamp paper @ 0.30% of Rs.1500/- for signing/the agreement.

Chief Engineer(B.T)

KW&SB

Copy to:-

All concerned.

<u>KARACHI WATER AND SEWERAGE BOARD</u> <u>OFFICE OF THE EXECUTIVE ENGINEER</u> <u>KARACHI DIVISION CIVIL – I</u>

NO:- .E.E/KDC-I/KW&SB/Acctt./12/ 2/6

Dated:- 27 2012.

To,

M/s. Tech. Built., House # B-410, Block-14, F.B. Area, Karachi.

WORK ORDER

SUBJECT: CONSTRUCTION OF BLOCK MASONRY WORK IN FRONT OF

BLOCK B, C, D, E & CHAIRMAN OFFICE AT 9TH MILE

Ref. No. P.A.C.E(B.T)/Acctt/KW&SB/2012/0\ Dated \(\sum_{1-2-12}\)

After execution of the agreement, it is, therefore, directed to start the work within (3) three days after receipt of this work order and complete it within 15 days positively.

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

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Copy to:-

All concerned.

KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IP&D)

BID EVALUATION REPORT

1	Name of Procuring Agency:	KARACHI WATER & SEWERAGE BOARD
2	Tender Reference No:	SPPRA No.1818/2011
3	Tender Description/Name of Work/Item:	CONSTRUCTION OF BLOCK MASONRY WORK IN FRONT OF BLOCK B, C, D, E & CHAIRMAN OFFICE AT 9 TH MILE
4	Estimated Cost:	Rs. 4,32,303/-
5	Method of Procurement:	Print & Electronic Media (SPPRA ID No.) & News Papers names with dates 515212011
6	Tender Published:	Publication via SPPRA Web Site No.1818/2011 5152/2011
7	Total Bid Documents Sold:	03 Nos
8	Total Bid Received:	03 Nos
9	Bid (s) Rejected:	Nil
10	Bid Opening Date:	05-09-2011

S#	Name of Firm / Bidder	COST OFFERED BY THE BIDDERS	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE/ REJECTION	REMARKS
1	M/s.Tech Built.	Rs.4,97,146.75	1 ^{sl}	@15.00% Above	Responsive Bid	, a u n a
2	M/s. Riaz & Co.	Rs.5,18,762.58	2 nd	@20.00% Above	Responsive Bid	7 ,
3	M/s. Yasin Enterprise	Rs.5,40,377.12	3 rd	@25.00% Above	Responsive Bid	***

All concerned bidders are being informed accordingly.

M/s.Tech Built was declared as the lowest responsive bidders.

IAZ KELA LATIZATA (B.T) 区,别,命念园。

Chief Engineer (BT)

CHIEF EMANDER
C.C to Bulk Transmission Wing)
1 Karuchi Wakut Bakun Basrd

Bidders

SZEA/BAIR WEIF PAUDIO

SuperimenMerchelleer (BWSC)
KW&SB

S.E (Design & Estimate) Member