

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 (2011-12)
- 3). TITLE OF CONTRACT Improvement / Re-construction of Services Road of Nawab Siddiq Ali Khan Road from Masjid-e-Ameer Hamza to Ghalib Library Liaquatabad Town Karachi.
- 4). TENDER NUMBER CDGK/W&S/CM/25/11-12
- 5). BRIEF DESCRIPTION OF CONTRACT The vicinity of the project comprises residential / commercial area and the existing condition of the, Road is dilapidated.
Road will provide easy excess to the area people of the vicinity and also provide facility for the motorist. Improvement / Maintenance of the Service Road & C.C. flooring of footpath will also be reduced.
- 6). FORUM THAT APPROVED THE SCHEME DDWP meeting held on 07-09-2011
- 7). TENDER ESTIMATED VALUE Rs. 14.843 Million
- 8). ENGINEER'S ESTIMATE (For Civil Works only) Rs. 14.843 Million
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 120 Days
- 10). TENDER OPENED ON (DATE & TIME) 14-09-2011
- 11). NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 31 Nos.
- 12). NUMBER OF BIDS RECEIVED Ten (10 No.)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Ten (10 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) 01-12-2011
- 17). CONTRACT AWARD PRICE Rs. 90,53,039/-

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		No	✓
-----	--	----	---



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE DISTRICT OFFICER-II (CM)
ENGINEERING DEPARTMENT

No. DO-II/CM/ Engg. Deptt/KMCI 210 /2011

Dated: 1-12-11

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

WORK ORDER

Subject:- IMPROVEMENT / RE-CONSTRUCTION OF SERVICES ROAD OF NAWAB SIDDIQ ALI KHAN ROAD FROM MASJID-E-AMEER HAMZA TO GHALIB LIBRARY LIAQUATABAD TOWN KARACHI. (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.90,53,039/- (Rupees Ninety Lac Fifty Three Thousand and Thirty Nine Only) at 55.55% below the Schedule of rate amounting to Rs.25,74,246/- for Part A, 20.00% above the A/R amounting to Rs.40,57,840/- for part-B, and Difference cost of Material amounting to Rs.24,20,953/- for Part-C. You may therefore contact The District Officer-I(CZ-II), 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 Insaf & Brothers and (Defunct) 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),
Karachi Metropolitan Corporation

C.C. TO:-

1. Director General(TS), KMC.
2. District Officer-I (CM), KMC
3. District Officer-I(CZ-II), KMC
 - 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 DG(TS), DO-I(CM) and AAO, Engg. Deptt, KMC.
 - iii. To implement all instructions of the bidding documents during execution of work (if any)
4. District Officer-II (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.
9. The In house Consultant M/s NAA Consulting Engineers (Pvt) Ltd.



CITY DISTRICT GOVERNMENT KARACHI

Stamp Value Rs. 27,160/-

AGREEMENT

Project IMPROVEMENT / RE-CONSTRUCTION OF SERVICES ROAD OF NAWAB SIDDIQ ALI KHAN ROAD FROM MASJID-E-AMEER HAMZA TO GHALIB LIBRARY LIAQUATABAD TOWN KARACHI. (District ADP 2011-12)

Cost Rs.90,53,039/- (Rupees Ninety Lac Fifty Three Thousand and Thirty Nine Only)

Completion Time: 120 Days

Penalty: Rs.3000/- P.day

An Agreement made this 15th day of December 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 W-65 Block-6, P.E.C.H.S, 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 14-09-2011 on percentage basis at 55.55% below the Schedule of rate amounting to Rs.25,74,246/- for Part A, 20.00% above the A/R amounting to Rs.40,57,840/- for part-B, and Difference cost of Material amounting to Rs.24,20,953/- for Part-C, for construction and completion of the work namely IMPROVEMENT / RE-CONSTRUCTION OF SERVICES ROAD OF NAWAB SIDDIQ ALI KHAN ROAD FROM MASJID-E-AMEER HAMZA TO GHALIB LIBRARY LIAQUATABAD TOWN KARACHI at a cost of Rs.90,53,039/- (Rupees Ninety Lac Fifty Three Thousand and Thirty Nine 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. 3,00,000/- (Rupees Three Lacs only)

Vide Pay Order/Bnk Guarantee No. 0001432
Dated 14-09-2011 from Meezan Bank Limited
Bank Shah Faisal Colony Branch
Branch, Karachi on account of 2% Bid Security for the said contract.

AND WHEREAS the Contractor has also deposited a Pay Order No. 000238,2939866, dated 14.9.11 &/ Bank Guarantee No. 0001432,0001432 dated 5.9.11 from M.B.L., B.A.L. and U.B.L. Bank Shah Faisal Br., D.H.A. Phase-I Br. Branch, Karachi for an amount of C.C.Br. amount of Rs. 9,06,000/- (Rupees Nine Lac Six Thousand only).

as performance security equal to 10% of the contract value in place of above referred Pay Order of 2% Bid Security 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.



Handwritten signature and stamp in the bottom left corner.

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 1/10 and dated 14-09-2011 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.



- (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 10th day of December 2011.



CITY DISTRICT GOVERNMENT KARACHI

ENGINEER IN CHARGE
CONTRACT MANAGEMENT
(Roads & Bridges)

INSAD
AND
CONTRACTOR

WITNESSES:-

1. Zak Butt

2. Nasir A Bano

[Signature]





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

No. DO-II/CM/W&S/CDGK/ 552/2011

Dated: 30-9-11

To,
M/s INSAF & BROTHERS,
W-65 Block-6, P.E.C.H.S,
Karachi.

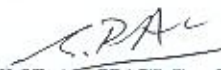
(ACCEPTANCE LETTER)

Subject:- **IMPROVEMENT / RE-CONSTRUCTION OF SERVICES ROAD OF NAWAB SIDDIQ ALI KHAN ROAD FROM MASJID-E-AMEER HAMZA TO GHALIB LIBRARY LIAQUATABAD TOWN KARACHI.**

(District ADP 2011-12)

The Competent authority has been pleased to accept your tender dated 14-09-2011 at 55.55% below the Schedule of rate amounting to Rs.25,74,246/- for Part A, 20.00% above the A/R amounting to Rs.40,57,840/- for part-B, and Difference cost of Material amounting to Rs.24,20,953/- for Part-C. Total amount for Part-A, B & C comes to Rs.90,53,039/- (Rupees Ninety Lac Fifty Three Thousand and Thirty Nine 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.9,05,304/- 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.27,160/- @ 0.30% of sanctioned cost is required to be provided you to the undersigned's office.


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



**KARACHI METROPOLITAN CORPORATION
OFFICE OF THE DISTRICT OFFICER-II (CM)
ENGINEERING DEPARTMENT**

No. DO-II/CM/Engg. Deptt/KMC/ 611 /2011

Dated: 9-12-11

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

Deputy District Officer (WEB),
Administrator Secretariat,
City District Government
Karachi.

SPPRA INWARD DIARY
No. 5554
Dated 12/12/11
Sindh Public Procurement
Regulatory Authority Govt. of Sindh

**PROVINCIAL ADP (2010-11)
(AWARD OF CONTRACT REPORT)**

Subject: REHABILITATION / IMPROVEMENT OF ROAD & STORM WATER
DRAIN FROM ST-09 ABDULLAH SHAH GHAZI MAZAR TO COM-6
ALONG BAGH-IBN-E-QASIM SCHEME-05 CLIFTON KARACHI.

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.


District Officer-II (CM),
Karachi Metropolitan Corporation

C.C. to:

1. Director General(TS), KMC
2. District Officer-I(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 (2011-12)
- 3). TITLE OF CONTRACT Rehabilitation / Improvement of Road & Storm Water Drain from ST-09 Abdullah Shah Ghazi Mazar to COM-6 along Bagh-Ibn-e-Qasim Scheme-05 Clifton Karachi.
- 4). TENDER NUMBER CDGK/W&S/CM/24/11-12
- 5). BRIEF DESCRIPTION OF CONTRACT To Rehabilitation / Improvement of road & storm water drain from ST-09, Abdullah Shah Ghazi Mazar to Com-6 along Bagh Ibn-e-Qasim, Scheme No.05, Clifton, CDGK to facilitate of area public and adjoining area of Saddar Town, Karachi.
- 6). FORUM THAT APPROVED THE SCHEME DDWP meeting held on 07-09-2011
- 7). TENDER ESTIMATED VALUE Rs. 19.670 Million
- 8). ENGINEER'S ESTIMATE Rs. 19.670 Million
(For Civil Works only)
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 120 Days
- 10). TENDER OPENED ON (DATE & TIME) 14-09-2011
- 11). NUMBER OF TENDER DOCUMENTS SOLD 37 Nos.
(Attach list of buyers)
- 12). NUMBER OF BIDS RECEIVED Nine (09 No.)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Nine (09 No.)
- 14). BID EVALUATION REPORT Attached
(Enclose a copy)
- 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 01-12-2011
(Attach a copy of agreement)
- 17). CONTRACT AWARD PRICE Rs. 1,21,69,495/-
- 18). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT **1st Lowest M/s Insaf & Brothers**
(i.e. 1st, 2nd, 3rd EVALUATION BID)

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

22). ADVERTISEMENT:

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

Yes	<input checked="" type="checkbox"/>
No	ID # 5131/2011

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

Yes	Daily Dawn dated 17-08-2011m Daily Metropolitan & Daily Awami Awaz dated 13-08-2011.
No	

23). NATURE OF CONTRACT

Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
-------	-------------------------------------	------	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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

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

28). WHETHER THE SUCCESSFUL BIDDER WAS LOWEST

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



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE DISTRICT OFFICER-II (CM)
ENGINEERING DEPARTMENT

No. DO-II/CM/Engg. Deptt/KMC/211/2011

Dated: 01-12-11

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

WORK ORDER

Subject:- **REHABILITATION/IMPROVEMENT OF ROAD & STORM WATER DRAIN FROM ST-09 ABDULLAH SHAH GHAZI MAZAR TO COM-6 ALONG BAGH-IBN-E-QASIM SCHEME-05 CLIFTON, KARACHI.** (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.1,21,69,495/- (Rupees One Crore Twenty One Lac Sixty Nine Thousand Four Hundred and Ninety Five Only) at 60.00% below the Schedule of rates amounting to Rs.26,87,941/- for Part A, 18.00% above the A/R amounting to Rs.43,22,444/- for part-B, Offer rate amounting to Rs.22,35,875/- for Part-C and Difference cost of Material amounting to Rs.29,23,235/- 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 (Defunct) 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),
Karachi Metropolitan Corporation

C.C. TO:-

1. Director General(TS), KMC.
2. District Officer-I (CM), KMC
3. District Officer-I(CZ-II), KMC
 - 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 DG(TS), DO-I(CM) and AAO,Engg. Deptt.,KMC.
 - iii. To implement all instructions of the bidding documents during execution of work (if any)
4. District Officer-II (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.
9. The In house Consultant M/s NAA Consulting Engineers (Pvt) Ltd.



CITY DISTRICT GOVERNMENT KARACHI

Stamp Value Rs. 36,510

AGREEMENT

Project **REHABILITATION/IMPROVEMENT OF ROAD & STORM WATER DRAIN FROM ST-09 ABDULLAH SHAH GHAZI MAZAR TO COM-6 ALONG BAGH-IBN-E-QASIM SCHEME-05 CLIFTON, KARACHI.** (District ADP 2011-12)

Cost **Rs.1,21,69,495/-** (Rupees One Crore Twenty One Lac Sixty Nine Thousand Four Hundred and Ninety Five Only)

Completion Time: 120 Days Penalty: Rs.3000/- P.day

An Agreement made this 1st day of December 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 W-65 Block-6, P.E.C.H.S, 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 14-09-2011 on percentage basis at 60.00% below the Schedule of rates amounting to Rs.26,87,941/- for Part A, 18.00% above the A/R amounting to Rs.43,22,444/- for part-B, Offer rate amounting to Rs.22,35,875/- for Part-C and Difference cost of Material amounting to Rs.29,23,235/- for Part-D, for construction and completion of the work namely **REHABILITATION/IMPROVEMENT OF ROAD & STORM WATER DRAIN FROM ST-09 ABDULLAH SHAH GHAZI MAZAR TO COM-6 ALONG BAGH-IBN-E-QASIM SCHEME-05 CLIFTON, KARACHI** at a cost of Rs.1,21,69,495/- (Rupees One Crore Twenty One Lac Sixty Nine Thousand Four Hundred and Ninety Five 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. 0001431
Dated 14-09-2011 from Meezan Bank Ltd.
Bank Shah Faisal Branch
Branch, Karachi on account of 2% Bid Security for the said contract.

AND WHEREAS the Contractor has also deposited a Pay Order No. 0001431, 0001552 dated 14-9-11, 14-10-2011 Bank Guarantee No. --- dated --- from Meezan Bank Limited Branch, Karachi for an amount of Rs. 12,75,000/- (Rupees Twelve Lac Seventy Five Thousand only).

as performance security equal to 10% of the contract value in place of above referred Pay Order of 2% Bid Security for due performance of the contract. The claim for refund of 10% performance security can be lodged after satisfactory



INSAF AND BROTHERS

completion of the work and on issuance of completion certificate by the Engineer in charge.

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 1/9 and dated 14-09-2011 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.



KANWAR AIZAZ MUHAMMAD KHAN
OFFICE IN CHARGE
14-09-2011
STATIONER
OFFICE OF THE
DIRECTOR OF SUPPLY
& PROCUREMENT
KARACHI

28 NOV 2011



- (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.
- (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 December 2011.


 CITY DISTRICT GOVERNMENT KARACHI
 DISTRICT OFFICER
 CONSTRUCTION MANAGEMENT
 (CDGK)


 CONTRACTOR

WITNESSES:-

1. Nisam A B...

2. Zak...

...

(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: _____

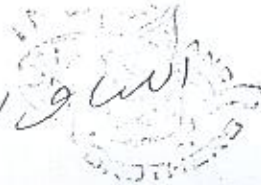
Contract Title: _____

..... [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.

2021/9/11




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

No. DO-II/CM/W&S/CDGK/551/2011

Dated: 30-9-11

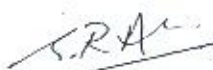
To,
M/s INSAF & BROTHERS,
W-65 Block-6, P.E.C.H.S,
Karachi.

(ACCEPTANCE LETTER)

Subject:- **REHABILITATION/IMPROVEMENT OF ROAD & STORM WATER
DRAIN FROM ST-09 ABDULLAH SHAH GHAZI MAZAR TO COM-
6 ALONG BAGH-IBN-E-QASIM SCHEME-05 CLIFTON, KARACHI.**
(District ADP 2011-12)

The Competent authority has been pleased to accept your tender dated 14-09-2011 at 60.00% below the Schedule of rates amounting to Rs.26,87,941/- for Part A, 18.00% above the A/R amounting to Rs.43,22,444/- for part-B, Offer rate amounting to Rs.22,35,875/- for Part-C and Difference cost of Material amounting to Rs.29,23,235/- for Part-D. Total amount for Part-A, B, C & D comes to Rs.1,21,69,495/- (Rupees One Crore Twenty One Lac Sixty Nine Thousand Four Hundred and Ninety Five 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.12,16,950/- 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.36,509/- @ 0.30% of sanctioned cost is required to be provided you to the undersigned's office.


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

①

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

No. DO/CM/W&S/CDGK/S-II/ 548/2011

Dated: 26-10-11

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/24/11-12
3. Tender Description/Name of work/item: REHABILITATION/IMPROVEMENT OF ROAD & STORM WATER DRAIN FROM ST-09 ABDULLAH SHAH GHAZI MAZAR TO COM-6 ALONG BAGH IBN-E-ASIM SCHEME-05 CLIFTON, KARACHI.
4. Method of Procurement: Single Stage – One Envelope Procedure
5. Tender Published: Daily Dawn dated 17-08-2011, Daily Metropolitan & Daily Awami Awaz dated 13-08-2011 Corrigendum Daily Dawn dated 12-09-2011 etc, SPPRA Website ID # 5131/2011.
6. Total Bid documents Sold: 37 Nos.
7. Total Bids Received: 09 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: 04 No. (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 14-09-2011


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 Insaf & Brothers	12169495	1 st Lowest	38.13% Below the estimated cost of Rs.19.670 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Recommended for award of work
2	M/s Kamran & Kampany	15498340	2 nd Lowest	21.21% Below the estimated cost of Rs.19.670 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
3	M/s Adeel Humayoon	15593210	3 rd Lowest	20.73% Below the estimated cost of Rs.19.670 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
4	M/s S.Zaman & Brothers	17126524	4 th Lowest	12.93% Below the estimate cost of Rs.19.670 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
5	M/s Haji Nawab Khan Babar Brothers.	18823753.9	5 th Lowest	4.30% Below the estimated cost of Rs.19.670 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents	Non Responsive
6	M/s Kaim Khani & Brothers	18897037	6 th Lowest	3.93% Below the estimated cost of Rs.19.670 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents	Non Responsive
7	M/s Haji Abdul Baqi & Bros.	29485485	7 th Lowest	49.90% Above the estimated cost of Rs.19.670 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates

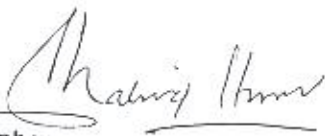
N	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
8	M/s Shahzad Yousaf Zai	Not Qouted	Not Qouted	Not Qouted	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents	Non Responsive
9	M/s Mehran Shah Babar	Not Qouted	Not Qouted	Not Qouted	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 / Secretary
District Officer-II (CM),
W&S, CDGK


Dy. District Officer (Accounts),
W&S, CDGK


Member /
District Officer (Planning),
F&P, CDGK


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


Chairman
District Officer-I (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.

21

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

No. DG/CM/W&S/CDGK/S-II/549/2011

Dated: 26-10-11

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/25/11-12
3. Tender Description/Name of work/item: IMPROVEMENT / RE-CONSTRUCTION OF SERVICES ROAD OF NAWAB SIDDIQ ALI KHAN ROAD FROM MASJID-E-AMEER HAMZA TO GHALIB LIBRARY LIAQUATABAD TOWN KARACHI.
4. Method of Procurement: Single Stage - One Envelope Procedure
5. Tender Published: Daily Dawn dated 17-08-2011, Daily Metropolitan & Daily Awami Awaz dated 13-08-2011 Corrigendum Daily Dawn dated 12-09-2011 etc, SPPRA Website ID # 5131/2011.
6. Total Bid documents Sold: 31 Nos.
7. Total Bids Received: 10 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: 04 No. (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 14-09-2011


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 Insaf & Brothers	Rs.90,53,039	1 st Lowest	39.01% Below the estimated cost of Rs.14,843 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Recommended for award of work
2	M/s Kaim Khani Competition	Rs.1,10,37,622	2 nd Lowest	25.64% Below the estimated cost of Rs.14,843 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
3	M/s Kamran & Kampany	Rs.1,11,55,389	3 rd Lowest	24.84% Below the estimated cost of Rs.14,843 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
4	M/s Adeel Humayoon	Rs.1,13,32,405	4 th Lowest	23.65% Below the estimated cost of Rs.14,843 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
5	M/s S.Zaman & Brothers	Rs.1,28,21,276	5 th Lowest	13.62% Below the estimated cost of Rs.14,843 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
6	M/s Kaim Khani & Brothers	Rs.1,54,57,309	6 th Lowest	4.14% Above the estimated cost of Rs.14,843 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
7	M/s K.N. Builders	Rs.1,68,67,626	7 th Lowest	13.64% Above the estimated cost of Rs.14,843 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive

Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
1	2	3	4	5	6
M/s Haji Abdul Baqi & Bros.	Rs.2,04,81,776	8 th Lowest	37.99% Above the estimated cost of Rs.14.843 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
M/s Shahzad Yousaf Zai	Not Qouted	Not Qouted	Not Qouted	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents	Non Responsive
M/s Mehran Shah Babar	Not Qouted	Not Qouted	Not Qouted	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents	Non Responsive

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


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


Member
Dy. District Officer (Accounts),
W&S, CDGK


Member /
District Officer (Planning),
F&P, CDGK


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


Chairman
District Officer-I (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.