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# CITY DISTRICT GOVERNMENT KARACHI

OFFICE OF THE DISTRICT OFFICER (CONTRACT MANAGEMENT)
MUNICIPAL SERVICES GROUP OF OFFICES

No. DO/CM/MS/421/11

Dated: 20-04-2011

M/s. NAB JV I&B, 585, Baloch Goth, Orangi Town, KARACHI.



### WORK ORDER

SUBJECT: - CONSTRUCTION / INSTALLATION OF GARBAGE TRANSFER STATION (GTS) AT CAUSEWAY, KORANGI ROAD, JAMSHED TOWN, KARACHL

Reference: - 1. Agreement executed on 20-04-2011.

The Competent Authority has been pleased to accept your tender dated 07-02-2011 for the above mentioned work at a cost of Rs.1,99,99,542/= (Rupes One Crore Ninety Nine Lacs Ninety Nine Thousand Five Hundred Fourty Two Only). You are therefore, directed to contact Director (SWM) MS, CDGK to obtain necessary instructions to carry out the work.

Please note that the work should be carried out strictly according to terms & condition attached with agreement and as per directives of the Director (SWM) MS, CDGK throughout the maximum contractual period i.e 180 Days w.e.f the date of commencement.

In case you failed to commence the work within seven (07) days after the receipt of Work Order, a Penalty at the rate of Rs.5,000/- per day will be charged and action will be taken against you as per terms & conditions of the agreement.

District Officer (CM) MS, CDGK

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Executive District Officer (MS), CDGK.

Director (SWM) MS, CBGK

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### THE "INTEGRITY PACT"

- The City District Government Karachi (CDGK) abides by the following procedures for Bidding for Public Sector Contracts.
- The following procedures will apply to the letting of contract in its Works& Services Group of Offices.
- 3. These Procedures are in addition to the standard legal and administrative requirements.
- They will form part of the terms and conditions of each contract and will be actionable in the event of breach by the CDGK and any of the competing bidders.
- Each Bidder must submit a statement, as integral part of the proposal with the following text:
  - a) This company places importance on competitive tendering taking place on a basis that is free, fair competitive and not subject to abuse. This Company is pleased to confirm that (i) it has not offered or granted, and will not offer or grant, either directly or indirectly through agents or other third parties, any improper inducement or reward to any public official, their relation or business associates, in order to obtain or retain this contract or other improper advantage and (ii) it has not colluded, and will not collude with others in order to limit competition for this contracts.
  - b) This Company has no Bribery Policy / Code of conduct and a Compliance Program which includes all reasonable steps necessary to assure that the no bribery commitment given in the statement will complied with its managers and employees as well as by all third parties working with this company on this project, including agents, consultants, consortium partners, subcontractors and supplies, copies of our No Bribery Policy / Code of Conduct and Compliance Program are attached. Or

In cases where companies participate in the bidding which do not yet have a general No Bribery Policy / Code of Conduct.

Program (copy attached) which includes all reasonable steps necessary to assure that the no bribery commitment given in this statement will be complied with its

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managers and employees as well as all third parties working with this Company on this project including agents, consultants, consortium partner, subcontractor and suppliers.

- d) The commitment is in the name and on behalf of this Company's Chief Executive Officer.
- e) This Company agrees for the resolution of any damage claims arising from this contract under "Law of Pakistan".
- 6. Where a participating company is a foreign company and has a subsidiary in Pakistan, the commitment must extend to that subsidiary and its managers and employees as well. If the tender is submitted by the subsidiary in Pakistan, the no bribery commitment needs to extend also to the parent company and its manager and employees.
- 7. Bidder will also be required to submit similar no-bribery commitments from their subcontractors and consortium partners. The Bidder may however cover the subcontractor and consortium partner in its own statement provided the Bidder assumes full responsibility.
- 8. All payments shall be limited to appropriate compensation for legitimate services.
- Each Bidder will make full disclosure in the Bid / Proposal Documentation of the beneficiaries and amount of all payments made or intended to be made relating to the bid / proposal and if successful, the implementation of the contract.
- 10. The successful bidder will also make full disclosure semi annually of all payments to agents and other third parties during the execution of the contract.
- 11. Within one year of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commission have been paid in order to obtain or retain this contract. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
- 12. Statements required according to subparagraph (b) and (d) of paragraph 5 will have to be certified by an appropriate senior corporate officer.
- 13. In Pakistan, all forms of corruption are illegal, and the Government will continue to prosecute offenders.

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- 14. This IP however focuses on bribery in order to obtain or retain the contract or other improper advantage, including collusion with others in order to limit competition for this contract. This includes any payments or other favours offered or granted in order to win a contract award, get a contract change order (adjusting the price, the specification, the time frame for implementation or any other important contract components) approved by CDGK get sub standard or sub specification performance approved by a public official or the supervising engineer or his staff, circumvent tax, duty, license or any other legal obligation that should be meet, or induce an official to breach his / her official duties in any other way.
- 15. If a bidder fails to comply with its no bribery commitment, the following sanctions will apply.
- 16. Denial or Cancellation of the contract, liability for damages to CDGK in the amount of fiver percent of the contract value, unless CDGK can demonstrate a higher damage or the bidder can demonstrate a lesser damage, forfeiture of the security deposit and debarment by CDGK from bidding for further public contracts for such period as the CDGK may deem appropriate.
- 17. CDGK have made special arrangement for adequate oversight and monitoring of the procurement process and the execution of the contracts. In this regards, CDGK has provided for public hearing on the procurement process and for access by Civil Society including representatives of the local TI-Pakistan to the minutes of the meeting of the Evaluation Committee and to all documents relating to the evaluation of the competitive proposal, the award decision process and the execution of the project.
- 18. CDGK has also setup a special office in the Office of the City Nazim, Karachi for the investigation and handling of any report of extortion or bribery in public procurement.
- 19. The CDGK will publicity disclosure the award decision including the evaluation report.
- 20. Bids / Proposals which do not conform to the requirement of these procedures will not be considered.

<u>Agreed</u> <u>Signed by the Authorized Representative / CEO of the Applicant Firms / Consortium</u>

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## **INTEGRITY PACT**

#### INVITATION OF FIRMS

- The Government of Pakistan (GOP) is committed to fight corruption in public contracting. As a part of this program, Local Support Unit, Karachi Mega city Development Project has reviewed its arrangement for the letting and implementation of contract against criteria of transparency and accountability.
- 2. In an effort to limit the scope for abuse, CDGK is introducing new procedures, which CDGK is sure your company will wish to support. The objective is to ensure that there is to ensure that there is fair competition for government business and that competition takes place openly and in a manner that provides fair and equal opportunity for all competitors. The new procedure will also apply to the execution of contracts by the successful bidder / supplier. The new procurement Procedures will be set out in the Letter of Invitation / Tender Document.
- 3. As part of our confidence building strategy, Project Coordinator, CDGK will treat the oversight and monitoring of the implementation of these new procedures with the highest priority. CDGK will pay particularly close attention to the need to prevent any case of extortion or acceptance of bribes by CDGK officials. We are asking all those bidding for CDGK business to assist the government by reporting any instances of this occurring.
- A special office for the investigation and handling of any reports of extortion or bribery in public procurement has been setup in the CDGK.
- CDGK hopes to obtain your company's endorsement of these procedures as fair and reasonable and as having your full support.
- The Consultants shall observe the highest standards of ethics during the selection and execution of such contracts. In pursuance of the policy i.e.
  - a) Corrupt practice means the offering giving receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution and fraudulent practice means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the CDGK and includes collusive practice among Consultants

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(prior to or after submission of proposals) designed to established prices at artificial, non-competitive level and to deprive the CDGK of the benefits of free and open competitions.

- b) CDGK will reject a proposal for award if determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- c) CDGK will declare a firm ineligible, either indefinitely or for a stated period of time to be award a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for or in executing contract.

City District Government Karachi -

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C.D.G.K.



# CITY DISTRICT GOVERNMENT KARACHI MUNICIPAL SERVICES GROUP OF OFFICES

Construction / Installation of Garbage Transfer Station (GTS) at Causeway, Korangi Road, Jamshed Town, Karachi

SN	Description	Quantity	Unit	Rate (In Figures)	Rate (In Words)	Amount
i	Clearance of site from miscellaneous material viz: demolished block masonry debris, woods, marshy woods mats, animal's sludge's and sewerage etc. complete within a distance of 100.	26,800.0 Sft	P/Sft	R.(1.50]=)	Owa Roper - filly Paisa Orly	R 40,200/3
2	Earthwork excavation / desalting of sewerage and sludge from the downed area for preparing the base of retaining wall, dressed to designated section grades and profiles excavated material disposed off within 100' lead.	3,80,000.0 Cft	Cft	182/3	Two Ropers Orly	
3	Excavation for foundation of Building, Bridges and other structure i/c degbeling, dressing, refilling around with excavated earth watering and ramming leads upto 5'.	35,228.0 Cft	P/Cft	R, (3.50)	THRIEFE Rupces biffy Parsa Od	
4	Filling Earth available at Site	3,80,000.0 Cft	P/Cft	R(5)	FEVIE Rupeus ON	R. 19,00,000f
5	S/F imported earth i/c laying and compacting in 6" layers etc complete.	1,22,657.0 Cft	P/Cft	Rs (12/2)	Tweeve Rupes O	J
6	Supplying Filling and stacking of dry stone boulder's in position 9" and above in bed for retaining wall base or bed's.	46,331.0 Cft	P/Cft	R(25/3)	TWENTS FEVER RUPCES ONG.	B, 11,58,275
7	Cement Concrete Plain 1:4:8 i/c	20 352 0 Cft	P/Cft	R 100 /= 31/12	CHEHUNDING ON	R 20,35,20
8	Fabrication of Mid Steel reinforcement for Cement, Concrete i/c cutting, bending laying in	1,007.0 Cwt		18 4500 for	FOUR THOUSAND  FINE HUNDARD  ON	R 4531,500

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	1		Quantity	Uni	t	Rate In Figures)	(In Words)  ONE HUNDARD FA	Amount
1	D/E	iron grill for windows with iron	96.0 Sft	P/S		150/2	GIX HUNDERED	B 34278
-	SCI'6	ews etc complete.	5,713.0 Sft	: 96/5	1 - 1	8 800 fr	THOUSAND FOU	
1	pri Pa	ming coat etc complete.		%/		2, 1400 /2	TWITAND GIVE	94 R 45900
1	on Pa	the prime coat etc complete.  Ainting 3 coats i/c one coat of coat i/c one coat of coats i/c one coats i/c		n P	/sn C	15, 25/0	Aug THOUSKOD S	in 18 22407
5	et	to complete		ft %	6/Sft	2, 1600	11111011111 111	
26	1	p/F Gi pipes and specials an eccessary fitting requirement.  a) 6" Dia b) 3" Dia c) 1" Dia		Rft Rft	D/Sft	R, 677/0 R, 697/0 R, 300/0 R, 100/0 R, 201.	Sin HUNDRED SCHOOL THREE HUNDRED THEN	13 8000/
-	28	d) ½" Dia  P/F Gun Metal Wall i/c necess fitting etc complete a) 1" Dia b) ½" Dia  P/F earthen ware W.C (Pakist i/c flashing eastern and neces	05 N 05 N ani)	los.	Each Each Each	(Rs 3001) (R 1501) (12, 4500 /	THERE HUNDAND (A)  ONE HUMDINGS (A)  FOUR THOUSAM  FUR HUMDAN  FOUR THOUSAGE	1 0 1 Rs 90001
-	30	p/F wash basin i/c pedestal	with 02	Nos.	Each	R, 4500 B	HONDAND	THEAT R. 170
1	31	P/J <sup>2</sup> glazed till i/c all nece works etc complete a) Dado	120	6.0 Sft 5.0 Sft	P/S P/S	n (R. 73/2	Milan augustino and	form of Ro 24
	3	b) Floor P/F fiber glass tank of 40 complete.		l No.	Eac		TAN THOUS	- de
	-	Making main holus wi necessary requirement up	to 5'	4 Nos.	Ea	ch 18, 1000	D Aur Huss	> MEN GIR TR
	-	P/L R.C.C pipe of 6"	Dia i/c	00,0 RA	P	SA (B. 150)	The Officer	400 6 Kg 0
	-	etc complete.  P/L 4" Dia UPVC pipes and i/c all necessary fitting complete.	special setc	50.0 Rft		1'n This	te ON	-201



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	escription	Quantity	Unit,	Rate (In Figures)	Rate (In Words)	Am
36	P/L R.C.C pre-cast perforated gritting etc complete	350.0 Rft	P/Sft	(Rs 300/2)	THERERE HUNDARD	R 1050
37	P/F synthetic cloth on G1 framing i/c all necessary fitting with iron hook above 15' ft height etc	21,250.0 Rft	P/Sft	(B.15/2)	Fifteen Orl	(R, 318
(	GRAND TOTAL (in words)	Hilt Nine	Laes 1	VIND NINE THO	GRAND TOTAL	-

I/We quoted the price schedule and bound ourselves to comply all terms and conditions of this contract with all existing rules and regulations of CDGK and I have attached a Bid Security in shape of Pay Order / Bank Guarantee Pry ORDIAR No. 0000 894 (Pay Order / Bank Guarantee) Dated 0412, FRB - 2011 issued from MRRZAN Dank in favour of City District Government Amounting Rs. 900,000 Karachi (CDGK). 1. Tender received in Sealed / Unsealed Tape saled/Sum seal cover. " and Signature of Bidder with Stamp 2, P.O. No:(s) 4016 874 dated ... 0.4-0.2-20// for Rs. 4,00x.000/ of Carnest Money is/are attached/not attached. 3. No:correction/Correction/No:cutting/ cutting in rates. 4. Rates written/not written in words 5. Rates quoted (0 199 99 542/ifm Compiled Yem lesi Por 1. One Grove Hiner I Mine La contigued offine Thousand Pive Hunderen Fourt Two and)

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# **Bid Evaluation Report**

0/2	Name of Procuring Agency:		City District Government Karachi			
2.	Tender Reference N	io:	CDGK/MS/CM/13/10-11			
3.	Tender Description/Name of work/item:		Station (GTS) at Causeway, Korangi Road, Jamshed Town, Karachi. (Sourse of Funding: CDGK ADP).			
4.	Method of Procurer	ment:	Single Stage - One Envelope Procedure			
5.	Tender Published:	Daily Hilla-e-Pakistan dat SPPRA Website ID # 282	ed 14-01-2011, Daily Wattan 6/2011 & CDGK Website ID	& Daily Awami Awaz Dated 15-01-2011. # 10-01-2011-37-027.		
6.	Total Bid documen	ts Sold:	06 N	los.		
7.	Total Bids Receive	d:	06 Nos	<u> </u>		
8.	Technical Bid Ope	ning date: (if applicat	ole) Not Applicable	(Provide details in separate form)		
9.	No. of Bid technica	ally qualified (if appli	cable):	Not Applicable		
10.	Bid (s) Rejected:		04 Nos. (Did not meet	Minimum Qualification Criteria)		
11.	Financial Bid Open	ning date:	07-02	2-2011		

### 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		2	3	4	3	6
1	M/s NAB JV I&B	Rs.1,99,99,542/-	1st Lowest	0.0023% Below the estimated cost of Rs.20.000 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Recommended for award of work
2	M/s M.D. Const: Co.	Rs.2,07,65,074/-	2 <sup>nd</sup> Lowest	3.83% Above the estimated cost of Rs 20.000 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
3	M/s Akber Construction	Rs.2,23,35,508/-	3 <sup>rd</sup> Lowest	11.68% Above the estimated cost of Rs.20.000 Million	Bids not confirming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
4	M/s Abdullah Khan & Co.	Rs.2,49,16,269/-	4 <sup>th</sup> Lowest	24.58% Above the estimated cost of Rs 20.000 Million	Bids not confirming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
5	M/s Dawood Khan & Co.	Not Quoted	Not Quoted	Not Quoted	Not Quoted	Non Responsive
6	M/s MAC Metro Con	Not Quoted	Not Quoted	Not Quoted	Not Quoted	Non Responsive

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

District Officer (CM), MS, CDGK

### 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 / DEPT	T. City District Government Karachi					
2).	PROVINCIAL GOVT./LOCAL GOVT./OT	THERDistrict ADP 2010-11					
3).	TITLE OF CONTRACT	Improvement & Renovation work of Chris Cemetery (Gora Qaburistan) Shahrah-e-Fa Karachi.					
4).	TENDER NUMBER	CDGK/W&S/CM/10(78)/10-11 (Re-invite)					
5).	BRIEF DESCRIPTION OF CONTRACT	Present condition of Gora Qabrustan is not upto the mark. There is no proper passage available for pedestrian and vehicular movement in side. Beside the staff quarters & offices are to be reconstructed as of ones have completed their useful life. Moreover, there are depressions and wild growth. These depressions are to be removed & wild growth is to be removed. Buritue of improvement of Gora Qabrustan Minorit peoples of Karachi Pakistan would be benefited & aesthetic of the area would be improved.					
6).	FORUM THAT APPROVED THE SCHEM	IEDDWP meeting held on 23-01-2010					
7).	TENDER ESTIMATED VALUE	Rs. 19.500 Million					
8).	ENGINEER'S ESTIMATE (For Civil Works only)	Rs. 19.500 Million					
9).	ESTIMATED COMPLETION PERIOD (AS	S PER CONTRACT) 120 Days					
10).	TENDER OPENED ON (DATE & TIME)	22-09-2010					
11).	NUMBER OF TENDER DOCUMENTS SO (Attach list of buyers)	DLD 110 Nos.					
12).	NUMBER OF BIDS RECEIVED	Nine (09 No.)					
13).	NUMBER OF BIDDERS PRESENT AT TH	HE TIME OF OPENING OF BIDS (02 No. Technically qualified)					
14).	BID EVALUATION REPORT (Enclose a copy)	Attached					
NA	AME AND ADDRESS OF THE SUCCESSFU	JL BIDDER M/s S. K. Construction  M-40, Orison Tower, Gulshan-e-Iqbal, Karachi.					
15).	DATE OF CONTRACT SIGNING (Attach a copy of agreement)	04-02-2011					

17).	CON	TRACT AWAR	RD PRICE			<u>Rs.</u> 1	,99,65,042	<u>/-</u>
18).	RAN (i.e.	KING OF SUC 1st, 2nd, 3rd EVA	CESSFUL BID LUATION BID	DER I	IN EVALU	ATION REF	PORT st M/s S. I	K. Construction
19).	MET	THOD OF PROC	CUREMENT US	SED:-	(TICK ON	E)		
	a).	☐ SINGLE S	TAGE - ONE	ENVE	ELOPE PRO	CEDURE _		
	b).	☐ SINGLE S	TAGE – TWO	ENVE	ELOPE PRO	CEDURE		✓
	c).	☐ TWO STA	GE BIDDING	PROC	EDURE_			
	d).							
	e).	Name and the state of the state	OF CONSULTA					
				( i )	Least Cos	t	7-117-77	
				(ii)	QCBS _			
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(If yes, enclose a copy) 25). WHETHER BID EVALUATION CRITERIA Yes No WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 26). WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING? Yes No 27). WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS? Yes No 28). WHETHER THE SUCCESSFUL BIDDER WAS LOWEST Yes No EVALUATED BID / BEST EVAULATED BID (in case of consultancies) 29). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT? Yes 30). WHETHER INTEGRITY PACT WAS SIGNED? Yes No (If yes, enclose a copy) 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 Yes (If yes, give reasons) No 1 34). ANY COMPLAINTS RECEIVED Yes (If yes, result thereof) No 1 35). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (If yes, give details) Yes No 1 36). WAS THE EXTENSION MADE IN RESPONSE TIME? Yes N.A. (If yes, give reasons) No 37). DEVIATION FROM QUALIFICATION CRITERIA Yes (If yes, give details) No

WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?

38). WAS IT ASSURED BY THE PROCURING AGENCY TH BLACK LISTED?	AT THE SELECTED	FIRM IS NOT
	Yes 🗸	No
39). WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE F BE ASCERTAINED REGARDING FINANCING OF VISIT (If yes, enclose a copy)	THE PROCURING PROCUREMENT? IF T, IF ABROAD.	AGENCY TO T
	Yes	No 🗸
40). WERE PROPER SAFEGUARDS PROVIDED ON MOBILI THE CONTRACT (BANK GUARANTEE ETC)?	ZATION ADVANCE	E PAYMENT IN
	Yes	No ✓
41). SPECIAL CONDITIONS, IF ANY		
(If yes, give Brief Description)	Yes	No 🗸
Signature & Official Stamp of Authorized Officer  FOR OFFICE USE ONLY		
FOR OFFICE USE ONLY		
CDDD 4 DI 1 2		23

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 (CM), W&S

No. Do-co/110/00GK/150/11

Dated: 04 - 2 - 11

To.

M/s S.K. CONSTRUCTION, M-40, Orison Tower, Gulshan-e-Iqbal, Karachi.

### WORK ORDER

Subject:-

IMPROVEMENT & RENOVATION WORK OF CHRISTIAN CEMETERY (GORA QABURISTAN) SHAHRAH-E-FAISAL KARACHI

(District ADP 2010-11)

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of Rs.1,99,65,042/- (Rupees One Crore Ninety Nine Lac Sixty Five Thousand & Forty Two only) at 66.75% above the schedule of rates for part-A i.e. Rs.1,48,53,848/-, @8.00% above the S.R for part-B i.e. Rs.12,85,204/-, Part-C i.e. Rs.9.04,390/-, for Part-D i.e. Rs.21,43,400/- and for Part E (difference cost of Cement & Steel i.e. Rs.7,78,200/-. You are therefore directed to contact to District Officer (Corridor Zone-I), W&S, CDGK for obtaining necessary information and instruction. The Limitation of expenditure upto Component Cost of PC-I i.e. Rs.19.500 Million till approval of modified/revised PC-I by the competent forum.

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 S.K. Construction and CDGK. The time of completion of work specified in the contract agreement is 120 Days, which shall commence from the date of start within 07 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 seven days after the receipt of work order, action under the relevant clause of the contract agreement shall be initiated against you.

DISTRICT OFFICER (CM), W&S, CDGK

#### C.C. TO:-

- 1. Executive District Officer (W&S), CDGK.
- 2. District Officer(CZ-I), W&S, CDGK
- 3. District Officer (Accounts) W&S, CDGK.
- 4. District Officer-II (I&QC) W&S, CDGK.
- 5. Secretary to Administrator, CDGK.
- 6. PS to D.C.O. CDGK.
- 7. The Consultant M/s NAA Consulting Engineers (Pvt) Ltd.



# Stamp Value Rs. 59,900/=

	AGREEME	NT	
Project	(Gora Qaburistan) Shah	lon work of Chaires	emetery
Cost	Rs.1.99.65.042/- (Rune	es ene Francisco	PAKISTAN
Completion T	Las Sixty Five Thousan ime 129 days Per	A L PANER MALE	
An Ag Between the C Hereinafter ca successors) of Having their of Karachi throug "Contractor" (c executors, adm.  Whereas dated 22-09-2 the schedule of entire and all completion hamely Impro Gora Qaburistan) Shahr Rs. 1,99,55 Five Thousand within a period general condition himself fully acqu	reement made this OUT lity District Government Karachi to lled the "CDGK", (which express the One part and M/s S.K. Cornice at M-40, Orison Town Karachi.  The their Prop. Mr. which expression shall mean and inistrator and assignees) of the other contracts of the CDGK has accepted the one percentage basis at the CDGK has accepted the one percentage basis at the contract of the contract signed by the Contract with their meaning.	day of Februar Division shall mean and fichide his ion shall mean and fichide his ion shall mean and fichide his increasing called the include his increasers, heirs, er Part.  The tender of the Contractor of the Contractor of the Contractor of the Contractor of the construction and the Christian Cemeter cost of the Christian Cemeter cost of the Ninety Nine Lac Six only) ding to the specification and contractor after having made	PARSTANI
	EREAS the Contractor has alread 0,000/- (Rupees Four	y deposited with the ODOK	TOTOTEL
Vide Pay Order/B Dated 20-09-2	Supplements of the supplement	only)	SPENAL PASSIVE USTAN
Challan No.	Bank n account of 2% Earnest Money n encashed and deposited into the dated  EREAS the Contractor has notes dated	Bank A/C of CDGK vide	
from Bank an amou (Rupees	of Rs.	Branch, Karachi Yor	SPI AY AN SWE AKISTAN
and an	from his running payments e earnest money equal to 10% of	the contract value for	PECIAL PROPERTY OF THE PROPERT

completion certificate by the Engineer in charge. Engineer in charge. any such breach as per condition of the contract. be read and construed as part of this Agreement. PAKISTAN 1. Notice inviting tenders. II. Tender documents marked specifications and drawings. III. Work schedule.

due performance of the contract. The claim for refund of Security can be lodged after six months of the satisfactory completion of the work and after issuance of

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

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

AND WHEREAS the following documents shall be deemed to from and

dated 22-09-2010 including terms and conditions, BOQ,

IV Payment schedule

Security and Performance Bond.

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

GOVT, OF SINDIL 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.

Proprietor

ENDENT COVEOF SINDH JRTS, KARACHI JAN 2011

SPECIAL

ADHESIVE

SPECIAL ADHESIVE

PAKISTA

- (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 roper 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) If the Contractor achieves completion of the work prior to the prescribed time then CDGK may consider to pay to the contractor Bonus equal to such sum as may be determined subject to maximum of 0.10% of the contract price for every calendar day which shall elapse between the date of completion Certificate of the work and the time prescribed in the contract.
- (vii) 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.

GOVE OF SHIDINGS

S.K. CONSTRUCTION

Proprietor

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 04th day of February 2011.

CITY DISTRICT GOVERNMENT KARACHI

District Officer Contract (W&S) CDGK

S.K. CONSTRUCTION

CONTRACTOR

WITNESSES;-

1. Insof Brokerius 2. Mls DAK BUILDERS. Ohms Karach

в.к. соизтяусной

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

S.K. 60
S.M. CONSTRUCTION
Name of Seller/Supplier:  Signature:   Proprietor



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

No. DO/CM/W&S/CDGK/ 58 /2011

Dated: 03 - 02-2011

To.

M/s S.K. CONSTRUCTION CO., M-40, Orison Tower, Gulshan-e-Iqbal, Karachi.

(ACCEPTANCE LETTER)

Subject:-

IMPROVEMENT & RENOVATION WORK OF CHRISTIAN QABURISTAN) SHAHRAH-E-FAISAL KARACHI. (District ADP 2010-11)

The Competent authority has been pleased to accept your tender dated 22-09-2010 at 66.75% above the schedule of rates for Part-A i.e. Rs.1,48,53,848/-, @8.00% above the approved rates for part-B i.e. Rs.12,85,204/-, offer rate amounting to Rs.9,04,390/- for part-C, Electrical Items for Part-D i.e. Rs.21,43,400/- & for part-E difference cost of Cement & steel i.e. Rs.7,78,200. Total amount for Part-A,B,C,D&E comes to Rs.1,99,65,042/- (Rupees One Crore Ninety Nine Lac Sixty Five Thousand & Forty Two only) for the above mentioned work.

The Bid Evaluation Report uploaded on SPPRA website vide ID No. 2035 on 18<sup>th</sup> January 2011.

You are, therefore, requested to execute the contract agreement for which stamp paper of prescribed value of Rs.59,896/- @ 0.30% of sanctioned cost should be produced by you within three days from receipt of this letter. In case of failure, the sanction shall stand cancelled and action will be taken as per rules.

District Officer (CM), CDGK.

C.C. to:-

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

# **Bid Evaluation Report**

1.	Name of Procuring Agency:		City District Government Karachi			
2.	Tender Reference No: CI		DGK/W&S/CM/07(78)/10-11 (Re-invite)			
3.			IMPROVEMENT & RENOVATION WORK OF CHRISTE CEMETERY (GORA QABURISTAN) SHAHRAH-E-FAISA KARACHI.  Single Stage – One Envelope Procedure			
4.						
5.		Aftab dated 07-09-2010 n Daily Express dated	and Daily Pirch dated 08- 17-09-2010, Daily Jang Dat ploaded on the SPPRA w	Daily Jang dated 06-09-2010, Daily 09-2010 and Corrigendum was issued ted 18-09-2010 and Daily Dawn dated ebsite ID # 2035/2010 and also on		
6.	Total Bid documents	Sold:	110 N	los.		
7.	Total Bids Received:	Name and the second	09 Nos.	other has contine by the		
8.	Technical Bid Openia	ng date: (if applicab	le)NIL	(Provide details in separate form)		
9.	No. of Bid technically	y qualified (if applic	cable):	02 No.		
10.	. Bid (s) Rejected:		07 Nos.	January 2011		
11	Financial Bid Openin	a date:	22.00	2010		

#### 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 S.K. Construction	Rs.1,99,65,042	1st Lowest	0.17% Below the estimated cost of Rs.20.000 Million	Qualified as per Evaluation Criteria	Recommended for award of work
2.	M/s King Enterprises	Rs.2,02,35,695	2 <sup>nd</sup> Lowest	1.18% Above the estimated cost of Rs.20.000 Million	Qualified as per Evaluation Criteria	Not recommended due to higher rates
3.	M/s Insaf & Brothers	Rs.2,04,50,743	3 <sup>rd</sup> Lowest	2.25% Above the estimated cost of Rs.20.000 Million	Bids not confirming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
4.	M/s Mehram Traders	Rs.2,05,94,761	4 <sup>th</sup> Lowest	2.97% Above the estimated cost of Rs.20.000 Million	Bids not confirming to the requirements of the criteria given in the NJT and Tender Documents.	Non Responsive
5.	M/s S.Zaman & Brothers	Rs.2,15,94,603	5 <sup>th</sup> Lowest	7.97% Above the estimated cost of Rs.20.000 Million	Bids not confirming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
6.	M/s Dollat Khan & Bros.	Rs.2,21,53,885	6 <sup>th</sup> Lowest	10.77% Above the estimated cost of Rs.20.000 Million	Bids not confirming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
7.	M/s Hi-Tech Engg. Const. Co.	Rs.2,29,95,820	7 <sup>th</sup> Lowest	14.98% Above the estimated cost of Rs.20,000 Million	Bids not confirming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
8,	M/s M.A. Const. Co.	Rs.2,33,32,482	8 <sup>th</sup> Lowest	16.66% Above the estimated cost of Rs.20.000 Million	Bids not confirming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
9.	M/s Sh. Syed Ameer & Bros.	Rs.2,34,33,781	9 <sup>th</sup> Lowest	17,17% Above the estimated cost of Rs,20,000 Million	Bids not confirming 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.

District Officer (CM), W&S, CDGK



# CITY DISTRICT GOVERNMENT KARACHI

# OFFICE OF THE DISTRICT OFFICER (CM) WORKS & SERVICES GROUP OF OFFICES

No. DO-II/CM/W&S/CDGK/S-II/ 7 5 /2011

Dated: 24-2-1/

 The Director (CB), Sindh Public Procurement Regularity Authority, Barrack # 8, Sindh Secretariat # 4-A, Court Road,

(Copy of Website enclosed ID # 2873/2011)

The Deputy District Officer (Web),
 Administrator Secretariat,
 City District Government,
 Karachi.
 (Copy of Website is enclosed ID # 12-01-11-19-60)

# MNA SYED HAIDER ABBAS RIZVI (NA-253) Under Peoples Works Programme (PWP-II).

Subject: SUBMISSION OF BID EVALUATION REPORTS FOR THE WORK OF "IMPROVEMENT OF 100 FEET WIDE ROAD FORM IN BETWEEN BLOCK-02 & 03 IN GULISTAN-E-JAUHAR, KARACHI.".

As desired vide your letter No.Dir(CB-0237)/SPPRA/37-1/CDGK/10-11/1325 dated 30-12-2010 and conformity with the SPPRA rules 2010, a Bid Evaluation Reports duly filled, in respect of the works advertised in the NIT No.DO(CM)/W&S/S-II/CDGK/19/11 dated 12-01-2011 hoisted in SPPRA Website ID # 2873/2011 and CDGK Website ID # 12-01-11-19-60 are enclosed herewith for hoisting the same on your respective website.

Copy of the referred NIT is enclosed herewith for ready reference.

District Officer (CM), W&S, CDGK

#### CC to:-

- 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
- In House Consultant M/s NAA/NESPAK.



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

No. DO-II/CM/W&S/CDGK/ 70 /11

Dated: 22 - 2 - 1/

То,

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.

DISTRICT ADP 2010-11
(AWARD OF CONTRACT REPORT)

Subject: <u>IMPROVEMENT & RENOVATION WORK OF CHRISTIAN</u> CEMETERY (GORA QABURISTAN) SHAHRAH-E-FAISAL 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 (CM), City District Government Karachi

C.C. to:

- Executive District Officer (W&S), CDGK
- Secretary to Administrator, Karachi
- 3. PS to DCO, Karachi

W(Cy)

# 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	. <u>Ci</u>	ty District Government Karachi
2).	PROVINCIAL GOVT./LOCAL GOVT./OTH	ER _District A	ADP 2010-11
3).	TITLE OF CONTRACT	Improvemen	t & Renovation work of Christian Gora Qaburistan) Shahrah-e-Faisal
4).	TENDER NUMBER	CDGK/W&S	S/CM/10(78)/10-11 (Re-invite)
5).	BRIEF DESCRIPTION OF CONTRACT	mark. The pedestrian and staff quarters ones have contained are depressionare to be remitted of in peoples of	lition of Gora Qabrustan is not upto the re is no proper passage available for a vehicular movement in side. Beside the & offices are to be reconstructed as old empleted their useful life. Moreover, there can and wild growth. These depressions noved & wild growth is to be removed. By a provement of Gora Qabrustan Minority Karachi Pakistan would be benefited & the area would be improved.
6).	FORUM THAT APPROVED THE SCHEM	EDDWP	meeting held on 23-01-2010
7).	TENDER ESTIMATED VALUE	Rs. 19	.500 Million
8).	ENGINEER'S ESTIMATE (For Civil Works only)	Rs. 19	9.500 Million
9).	ESTIMATED COMPLETION PERIOD (AS	PER CONTR	ACT)120 Days
10).	TENDER OPENED ON (DATE & TIME)		22-09-2010
11).	NUMBER OF TENDER DOCUMENTS SO (Attach list of buyers)	OLD	110 Nos.
12).	NUMBER OF BIDS RECEIVED		Nine (09 No.)
13).	NUMBER OF BIDDERS PRESENT AT TH	HE TIME OF C	OPENING OF BIDS (02 No. Technically qualified)
2000	BID EVALUATION REPORT (Enclose a copy)		<u>Attached</u>
N	AME AND ADDRESS OF THE SUCCESSFO	UL BIDDER	M/s S. K. Construction  M-40. Orison Tower, Gulshan-e-Iqbal, Karachi.
15).	DATE OF CONTRACT SIGNING (Attach a copy of agreement)		04-02-2011

7). CONTRACT AWARD PRICE		Rs. 1,99.6	55,042/
8). RANKING OF SUCCESSFUL BI (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION B	DDER IN EVALUATIO	N REPORT	T/s S. K. Construction
19). METHOD OF PROCUREMENT	USED:- (TICK ONE)		
a).   SINGLE STAGE – ON		DURE	
b).   SINGLE STAGE – TWO ENVELOPE PROCEDU		DURE	<b>✓</b>
d). TWO STAGE – TWO	ENVELOPE BIDDING	PROCEDU	JRE
e).	LTANCY: ( i ) Least Cost _		
	(ii) QCBS		
	(ii) CQS		
<ul><li>20). APPROVING AUTHORITY FO</li><li>21). WHETHER THE PROCUREM</li></ul>	ENT WAS INCLUDED	IN ANNUA	AL PROCUREMENT PLAN' Yes No ✓
22). ADVERTISEMENT:	ADVERTISEMENT:		1
<ol> <li>SPPRA Website         (If yes, give date and SPP     </li> </ol>	RA's tender number)	Yes No	ID # 2035
ii). News Papers (If yes, give names of newspapers and dates)		Yes	Daily The Times, Daily Moomal dated 04-09-2010, Daily Jang dated 06-09- 2010 Daily Aftab dated 07-09-2010 and Daily Pirch dated 08-09-2010 and
			Corrigendum was issued in Daily Express dated. 17-09- 2010, Daily Jang Dated 18-09-2010 and Daily Dawn dated 18-09-2010.
		No	Daily Express dated. 17-09- 2010, Daily Jang Dated 18-09-2010 and Daily
		No	Daily Express dated. 17-09- 2010, Daily Jang Dated 18-09-2010 and Daily
23). NATURE OF CONTRACT		No	Daily Express dated. 17-09- 2010, Daily Jang Dated 18-09-2010 and Daily Dawn dated 18-09-2010.

WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 25). WHETHER BID EVALUATION CRITERIA 1 No Yes WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 26). WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING? Yes 27). WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS? No Yes 28). WHETHER THE SUCCESSFUL BIDDER WAS LOWEST No Yes EVALUATED BID / BEST EVAULATED BID (in case of consultancies) 29). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT? No Yes 30). WHETHER INTEGRITY PACT WAS SIGNED? No Yes (If yes, enclose a copy) 31). WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT No THE TIME OF OPENING OF BIDS? Yes 32). WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS? No (Attach copy of the bid evaluation report) Yes 33). WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA / OTHER Yes APPLICABLE RULES 1 No (If yes, give reasons) Yes 34). ANY COMPLAINTS RECEIVED No (If yes, result thereof) 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? N.A. Yes No (If yes, give reasons) 37). DEVIATION FROM QUALIFICATION CRITERIA Yes

(If yes, give details)

1

No

38).	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SBLACK LISTED?	HE SELECTED	SELECTED FIRM IS NOT		
		Yes 🗸	No		
39).	WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF	CUREMENT? IF	AGENC SO, DE	Y TO TH TAILS T	
	(If yes, enclose a copy)	Yes	No	1	
40).	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZAT	TION ADVANC	ON ADVANCE PAYMENT IN		
	THE CONTRACT (BANK GUARANTEE ETC)?	Yes	No	V	
41).	SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	No	<b>V</b>	
	(A yes, give biter bescription)				
	thorized Officer				
FO	R OFFICE USE ONLY				

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



# CITY DISTRICT GOVERNMENT KARACHI

# WORKS & SERVICES GROUP OF OFFICES

OFFICE OF THE DISTRICT OFFICER (CM), W&S

No. Do-cm/400/00GK/150/11

Dated:04-2-11

To. M/s S.K. CONSTRUCTION, M-40, Orison Tower, Gulshan-e-Iqbal, Karachi.

## WORK ORDER

Subject:-

IMPROVEMENT & RENOVATION WORK OF CHRISTIAN CEMETERY (GORA QABURISTAN) SHAHRAH-E-FAISAL KARACHI

(District ADP 2010-11)

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of Rs.1,99,65,042/- (Rupees One Crore Ninety Nine Lac Sixty Five Thousand & Forty Two only) at 66.75% above the schedule of rates for part-A i.e. Rs.1,48,53,848/-, @8.00% above the S.R for part-B i.e. Rs.12,85,204/-, Part-C i.e. Rs.9.04,390/-, for Part-D i.e. Rs.21,43,400/- and for Part E (difference cost of Cement & Steel i.e. Rs.7,78,200/-. You are therefore directed to contact to District Officer (Corridor Zone-I), W&S, CDGK for obtaining necessary information and instruction. The Limitation of expenditure upto Component Cost of PC-I i.e. Rs.19.500 Million till approval of modified/revised PC-I by the competent forum.

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 S.K. Construction and CDGK. The time of completion of work specified in the contract agreement is 120 Days, which shall commence from the date of start within 07 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 seven days after the receipt of work order, action under the relevant clause of the contract agreement shall be initiated against you.

> DISTRICT OFFICER (CM), W&S, CDGK

#### C.C. TO:-

- Executive District Officer (W&S), CDGK.
- 2. District Officer(CZ-I), W&S, CDGK
- District Officer (Accounts) W&S, CDGK.
- 4. District Officer-II (I&QC) W&S, CDGK.
- Secretary to Administrator, CDGK.
- 6. PS to D.C.O. CDGK.
- The Consultant M/s NAA Consulting Engineers (Pvt) Ltd.

7/1/2011



1		
		,
e.*	Stamp Value Rs. 59,6 CITY DISTRICT GOVERNMENT KARACHI	700/=
	<u>AGREEMENT</u>	
	Project (Gora Qaburistan) Shahrah-e-Faisal.	noismum N
	Cost Rs. 1,99,65,642/- (Rupees one Erore Ninety Nine Las Sixty Five Thousand & Forty Two only)	NISTA DE
	Completion Time 120 days Penalty: 3000/- P.day	\$
	An Agreement made this 04th day of Februarian I  Between the City District Government Karachi through its : D. O (CM); 485; CDC;	
	Hereinafter called the "CDGK", (which expression shall mean and fielde his	100
	successors) of the One part and M/s S.K. Construction  Having their office at M-40, Orison Tower, Gulshame-Iqual	
	Karachi.	
	Karachi through their Prop. Mr. hereif the called the "Contractor" (which expression shall mean and include his processors here:	
	executors, administrator and assignees) of the other Part.	
	Whereas the CDGK has accepted the tender of the Contractor	
	dated22-09-2010 on percentage basis at 66.75 % above for toxin a the schedule of rates (2004) plus Approvedurates of feet rate basis to	
	the schedule of rates (2004) plus Approved ales offer rate of the trace of the plus the capture of the proved and construction and completion of the construction of the construction of the capture of t	
	. Tonoverent & Denovation work of Christian Cemetery	INSTAN
Gora Qabur	miston) Shahrah-e-Faisad a cost of	
*	Rs. 1,99,65,642/- (Rupees One Crore Ninety Nine Lac Sixt) Five Thousand and forty two only).	
	within a period of 120 days according to the specification and	7
	general conditions of the contract signed by the Contractor after having himself fully acquainted with their meaning.	
~		
	AND WHEREAS the Contractor has already deposited with the NOCK a sum of Rs. 4,00,000/- (Rupees Four Lacs only)	0002
	Vide Pay Order/Brik-Guarantee No. 1503126	PERSONE !
	Vide Pay Order/Birk-Guarantee No. 1303126  Dated 20-09-2010 from	USTAN
	Bank KAKT	Dia (3)
	Branch, Karachi on account of 2% Earnest Money for the said contract. The Said P.O. has been encashed and deposited into the Bank A/C of CDGK vide	
	Challan No. dated	
	AND WHEREAS the Contractor has absentiated which with the contractor has absentiated with the contractor has a separated with the contract	
	No dated / Bank Guarantee	
	No dated	
	from Bank Branch, Karachi for	PE AY
	an amount of Rs	Semming S
	(Rupees	MISTAN .
	only)	
	and the desire the second seco	1/1/1/
	amount equal to 8% from his running payments to me the total Security including the earnest money equal to 10% of the contract value for	
		100
	S.K. CONSTRUCTION	190
	Jul 02/12 3	PECIAL
	Proprietor / Level AD	HESIVE

due performance of the contract. The claim for refund of Security can be lodged after six months of the satisfactory completion of the work and after 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.

- 1. Notice inviting tenders.
- 11. Tender documents marked\_ dated 22-09-2010 including terms and conditions, BOQ, specifications and drawings.
- Work schedule. III.
- IV. Payment schedule
- 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

GOVT. OF SINDH 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.

Proprietor

SPECIAL ADHESIVE ADHESIVE HAMMAD KUAN ENDENT COVE OF SINDH OURTS, KARACHI JAN 2011

SPECIAL

PAKISTAN

- (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 roper 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) If the Contractor achieves completion of the work prior to the prescribed time then CDGK may consider to pay to the contractor Bonus equal to such sum as may be determined subject to maximum of 0.10% of the contract price for every calendar day which shall elapse between the date of completion Certificate of the work and the time prescribed in the contract.
- (vii) 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.

GOVT. OF SHIDH TO SHIP AKISTED

S.K. CONSTRUCTION

Proprietar

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 04th day of February 2011.

CITY DISTRICT GOVERNMENT KARACHI

District Officer Contract (W&S) CDGK

S.K. CONSTRUCTION

CONTRACTOR

WITNESSES;-

1. Insy Brokerwii 2 M/s DAR BUILDRUS. Ollms Karael

S.K. CONSTRUCTION

Proprietor

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

S.K. CONSTRUCTION

Name of Buyer:	Name of Seller/Supplier:
Signature:	Signature:
[Seal]	[Šeal]



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

No. DO/CM/W&S/CDGK/ ≤8 /2011

Dated: 03 - 02-30//

To,
M/s S.K. CONSTRUCTION CO.,
M-40, Orison Tower, Gulshan-e-Iqbal,
Karachi.

#### (ACCEPTANCE LETTER)

Subject:-

IMPROVEMENT & RENOVATION WORK OF CHRISTIANCEMETERY (GORA QABURISTAN)SHAHRAH-E-FAISALKARACHI.(District ADP 2010-11)

The Competent authority has been pleased to accept your tender dated 22-09-2010 at 66.75% above the schedule of rates for Part-A i.e. Rs.1,48,53,848/-, @8.00% above the approved rates for part-B i.e. Rs.12,85,204/-, offer rate amounting to Rs.9,04,390/- for part-C, Electrical Items for Part-D i.e. Rs.21,43,400/- & for part-E difference cost of Cement & steel i.e. Rs.7,78,200. Total amount for Part-A,B,C,D&E comes to Rs.1,99,65,042/- (Rupees One Crore Ninety Nine Lac Sixty Five Thousand & Forty Two only) for the above mentioned work.

The Bid Evaluation Report uploaded on SPPRA website vide ID No. 2035 on 18th January 2011.

You are, therefore, requested to execute the contract agreement for which stamp paper of prescribed value of Rs.59,896/- @ 0.30% of sanctioned cost should be produced by you within three days from receipt of this letter. In case of failure, the sanction shall stand cancelled and action will be taken as per rules.

District Officer (CM), CDGK.

C.C. to:-

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