

KARACHI METROPOLITAN CORPORATION

CONSTRUCTION OF STORM WATER DRAIN FROM SHAHRAH-  
E-QUAIDEEN TO JUNEJO TOWN JAMSHED, KARACHI

TENDER DOCUMENT / BILL OF QUANTITIES

IN HOUSE CONSULTANTS



IN HOUSE CONSULTANTS

MAA CONSULTING ENGINEERS (PVT.) LTD.

Civil, Electrical & Urban Infrastructure

Tender issued to

M/s. Noman Rasheed & Co.

Fig. and pay order No. 4720631

Dated 23/11/2011 of Rs. 3,00,000/-

in Bank Al-Habib Branch

Account No. 10000000000000000000

For Section

1/11/11



# KARACHI METROPOLITAN CORPORATION

## CONSTRUCTION OF STORM WATER DRAIN FROM SHAHRAH-E-QUAIDEEN TO JUNEID TOWN

JAMSHED, KARACHI

### TENDER DOCUMENT / BILL OF QUANTITIES

#### SUMMARY COST OF PROJECT

S.NO	ITEMS OF WORKS	AMOUNT (IN WORDS)	AMOUNT (RS.)
1	PART-A SCHEDULE RATE ITEMS	Rupees Four Crore Seventy Nine thousand three fifty one thousand two hundred and ninety five	47,951,295
2	ABOVE / BELOW @ 15% IN WORDS (fifteen percent below)	Rupees Seventy one lac ninety two thousand six hundred & ninety four only	7,192,694
3	Total cost of S/R items i/c Premium (1+2)	Rs. four Crore seven lac fifty eight thousand six hundred and one only	4,075,860
4	Difference cost of cement bags @ Rs. 105/- per bag	Rs. three lac forty nine thousand one hundred and twenty five only	349,125
5	Difference cost of steel bars @ Rs. 23000/- per ton	Rs. Eighty Eight lac nine hundred and fifty only	8,800,950
6	Cost of Approved Rate	Rs. Seventeen lac eighteen thousand seven hundred & fifty only	1,718,750
7	Cost of Non Schedule Items	Rs. four Crore eighty lac Sixty Six thousand six hundred and fifty only	4,806,651
8	TOTAL COST OF PROJECT (3+4+5+6+7+8)	Rs. Nine Crore ninety Six lac ninety four thousand and seven only	99,694,077

CONTRACTOR:

Company Name: Noman Builders

Signing Authority: \_\_\_\_\_

Signature: \_\_\_\_\_

**NOMAN BUILDERS**

Date: \_\_\_\_\_

16-5-2012

Proprietor

**NOMAN BUILDERS**

Proprietor



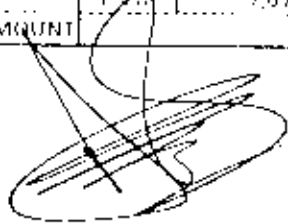
16/5/2012

Attached CC No. 36/32916 dated: 09/5/2012 amounting to Rs. 36,25,000/-

**KARACHI METROPOLITAN CORPORATION**  
**CONSTRUCTION OF STORM WATER DRAIN FROM SHAIKRAH E-QUAIDEEN TO JUNEJO TOWN**  
**JAMSHED, KARACHI**  
**TENDER DOCUMENT / BILL OF QUANTITIES**  
**ABSTRACT OF COST**

**PART-A SCHEDULED ITEMS**

Pay Item	Item Description	Unit	Quantity	Rate (Rs.)		Amount (Rs.)	
				In Words	Figures	In Words	Figures
<b>ROAD WORKS</b>							
1	Dismantling of cement concrete etc complete (P.No. 10/19 C)	% CH	50,000		1597.28		798,600
	Dismantling of RCC, Separating reinforcement from concrete, cleaning and straightening same (P.No. 10/20)	% CH	125,000		2613.60		3,267,000
10	Excavation wet silt clay or mud for storm water drain i/c removal of barbed and debris.	% CH	350,000		2250.60		787,710
11	Excavation of storm water drain nallah i/c trimming & dressing sides to true alignment and shape & leveling of beds of trenches to correct level & grade cutting, jointing holes & disposal of surplus earth as directed by Engineer incharge. Providing Fence Guards, lights, flags and temporary crossings for non vehicular traffic.	% CH	2,000,000		2662.00		5,324,080
12	Disposal and carriage of material upto miles. Mile = 114.10 + 2 miles = 20.60 + 3 miles = 16.60 (P.No 1)	% CH	2,525,000		595.80		15,043,950
13	CC plain Ratio (1450 Psi Lean Concrete) i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without silt etc.	% CH	35,000		4319.17		1,511,710
14	Fabrication of (Deformed Steel) for Steel reinforcement for cement concrete i/c cutting, bending, laying in position making joints and fastenings i/c cost of binding wire (also includes removal of rust from bars)	% CH	7,073		2772.55		21,218,325
<b>TOTAL AMOUNT</b>							<b>47,951,295</b>



  
**NOMAN BUILDERS**

Proprietor

16/5/2012

KARACHI METROPOLITAN CORPORATION

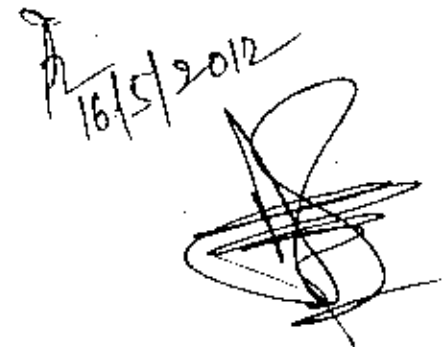
CONSTRUCTION OF STORM WATER DRAIN FROM SHAHRAN-E-QADIBEN TO JUNEJO TOWN  
JAMSHED, KARACHI

TENDER DOCUMENT / BILL OF QUANTITIES  
ABSTRACT OF COST

PART-B APPROVED ITEMS

Pay Item	Item Description	Unit	Quantity	Rate (Rs.)		Amount (Rs.)	
				In Words	Figures	In Words	Figures
<b>ROADS WORKS</b>							
1	P/L Granular Sub-base course as per (AASHTO) standard specification i/c compacting to the required density by approved mechanical means (vibratory roller road packer and smooth wheel roller etc) i/c watering with oil lead and bit etc complete	P.Ct	31,250		24.00		750,000
2	P/L Aggregate base course CBH 80% as per (AASHTO) standard specification i/c compacting to the required density by approved mechanical means (vibratory roller road packer and smooth wheel roller etc) i/c watering with oil lead and bit etc complete	P.Ct	31,250		31.00		968,750
<b>TOTAL AMOUNT</b>							<b>1,718,750</b>
<b>PART-B APPROVED ITEMS</b>							



16/5/2012  


**NOMAN BUILDERS**

Proprietor

KARACHI METROPOLITAN CORPORATION

CONSTRUCTION OF STORM WATER DRAIN FROM SHAHRAN-E-QUAIDPEN TO JUNJO TOWN  
JAMSHED, KARACHI

TENDER DOCUMENT / BILL OF QUANTITIES  
ABSTRACT OF COST

PART-C OFFER RATE ITEMS

Pay Items	Item Description	Unit	Quantity	Rate (Rs.)		Amount (Rs.)	
				In Words	Figures	In Words	Figures
1	Providing and spraying prime coat 40-70 coat applied Brushed-M as per VOL-II & III of special specification paid according to terms of site or Bill of Lading Sprayed with Distributor Truck 50% Rate will be reduce if Sprayed with Hand Operated Bomer	P. Sq	62,500	Rupees Four only	4/-	Rupees two lacs fifty thousand only	250,000/-
2	Providing and laying asphalt concrete binder course compacted thickness 6 Cms (60mm thick) as per approved job mix formula using crush aggregate from local sources or equivalent. Using asphalt of grade 6B/7B during laying temperature not less than 140C° compacted by steel wheel & PTR roller. The procedure of laying binder course material & methodology shall fully comply with AASHTO and as directed by the Engineer incharge. Minimum bitumen content should be 3.5% binder course shall be spread using paver machine. paid as per VOL-II & III of special specification.	P. Sq	62,500	Rupees thirty only	30/-	Rupees eighteen lacs seventy five thousand only	1875,000/-
3	Supply and Fixing new gunny bags 1.25 Cft capacity with sand or earth sewing in position under water i/c the rust of its removal after execution the work etc complete	P. Bag	22,032	Rupees thirty only	30/-	Rupees twenty one lacs sixty thousand three hundred and sixty only	2160360/-
4	Full hire charges of the pumping set per day inclusive of wage of driver and assistant fuel or electric energy plate form required for placing pump etc at lower depth with suction and delivery pipe for pumping out water found at various depth from trenches i/c the cost of erection and dismantling after completion of the job. Higher charge of pumping set of into 10 HP (but not less than 5 HP) pumping out water from 10' deep trench	P. Day	120	Rupees four hundred and seventy only	470/-	Rupees fifty six thousand four hundred only	56400/-
5	De-silting / cleaning of drain with manually / machine including removing and cleaning of garbage i/c the duration of work	P. CU	15,000	Rupees Seven only	7/-	Rupees one lac five thousand only	105000/-

**NOMAN BUILDERS**  
Proprietor

16/5/2012

KARACHI METROPOLITAN CORPORATION

CONSTRUCTION OF STORM WATER DRAIN FROM SHAHRAB-E-QHADEEN TO JUNEJO TOWN  
JAMSHED, KARACHI

TENDER DOCUMENT / BILL OF QUANTITIES  
ABSTRACT OF COST

PART-C OFFER RATE ITEMS

No. Item	Item Description	Unit	Quantity	Rate (Rs.)		Amount (Rs.)	
				In Words	Figures	In Words	Figures
6	Providing and laying Stone soling 1/2" laying, compacting all lead and 1 foot complete.	Sq.	25,000	Rupees twenty four only -	24/-	Rupees twenty four thousand only	204,000/-
7	Providing and laying plain cement concrete having 3000 PSI cylindrical strength (ready mixed concrete) including all kinds of formwork, lifting, hoisting, placing, placing, compacting, finishing, curing complete in all respect as shown on the drawings and as directed by the Engineer.	P.C.C	268,741	Rupees one hundred and fifty one only -	151/-	Rupees four crore five lac seventy nine thousand eight hundred and ninety one only	40579891/-
8	Testing of materials during construction from approval laboratory.	T.S			1,000,000		1,000,000
TOTAL AMOUNT PART-C OFFER ITEMS							418066651/-



NOMAN BUILDERS  
Proprietor

16/5/2012  


1/16

1. Tender received in Sealed/Unsealed/  
Tape sealed/Gum seal cover.
2. P.O. No: [S] 363296 dated 2/5/2012  
for Rs. 3425000 of Earnest Money  
is/are attached/not attached.
3. No correction/Correction/No cutting/  
cutting in rates. In Total Part-A, correct 107.
4. Rates written/ not written in words.
5. Rates quoted, P.A.R.T. A... 12.00% Below the Bill.

P.A.R.T. B... at... per... Bill  
 P.A.R.T. C O/R Amount quoted Rs 48066651/-  
 Total Amount quoted for Rs = 9,96,94,077/-  
 (Nine crore ninety six lac. ninety four thousand &  
 seventy seven only).

*[Signature]*  
 Dy Director (Finance)  
 Member / Secretary  
 T.O.C  
 Engineering Dep.  
 KMC

Chief Engineer ( )  
 Member  
 T.O.C  
 Engineering Dep.  
 KMC

*[Signature]*  
 Chief Engineer  
 Chairman  
 T.O.C  
 Engineering Dep.  
 KMC

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# 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 (Provincial ADP # 1553, (2011-12))
- 3). TITLE OF CONTRACT **Construction of Storm Water Drain from Shahrah-e-Quaideen Flyover to Junejo Town, Jamhed Zone, KMC.**
- 4). TENDER NUMBER KMC/CM/ED/92/11-12
- 5). BRIEF DESCRIPTION OF CONTRACT The area of PECHS, Block-6 is low laying area. The rainwater accumulated in this area. The discharge of water is low, some new drains are proposed. After completion of proposed work, the rain water flow/discharge frequently and resident of vicinity will facilitated.
- 6). FORUM THAT APPROVED THE SCHEME PDWP meeting held on 30-03-2012
- 7). TENDER ESTIMATED VALUE Rs.184.820 Million
- 8). ENGINEER'S ESTIMATE Rs. 160.000 Million  
(For Civil Works only)
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 06 Months
- 10). TENDER OPENED ON (DATE & TIME) 16-05-2012
- 11). NUMBER OF TENDER DOCUMENTS SOLD 56 Nos  
(Attach list of buyers)
- 12). NUMBER OF BIDS RECEIVED Sixteen (16 Nos.)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Sixteen (16 Nos.)
- 14). BID EVALUATION REPORT Attached  
(Enclose a copy)
- 15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **M/s Noman Builders**  
Shop # 6, Plot # SB-4, Samarah Arcade,  
Opp. Abad Office Block-1, Gulistan  
Jauhar, Karachi.
- 16). DATE OF CONTRACT SIGNING 31-05-2012  
(Attach a copy of agreement)
- 17). CONTRACT AWARD PRICE Rs. 9,96,94,077/-



18). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT

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

1<sup>st</sup> Lowest M/s Noman Builders

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

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

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

20). APPROVING AUTHORITY FOR AWARD OF CONTRACT

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

Yes		No	✓
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22). ADVERTISEMENT:

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

Yes	✓
No	ID S. # 7921/2012

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

Yes	Daily Jang & Daily Express Tribune Dated 28-04-2012 and Daily Awami Awaz dated 28-04-2012
No	

23). NATURE OF CONTRACT

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

Yes	✓	No	
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25). WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?

Yes	✓	No	
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(If yes, enclose a copy)

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

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

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

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

Yes	✓	No	
-----	---	----	--

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

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

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

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	N. A.
No	

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

Yes	
No	✓

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

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

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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40). WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)?

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

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

CRA

**FOR OFFICE USE ONLY**

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

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



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

No. SE/CM/Engg. Deptt/KMC/ 247 /2012

Dated: 31-5-2012

To,  
M/s Noman Builders,  
Shop # 6, Plot # SB-4,  
Samarah Arcade, Opp. Abad Office,  
Block # 1, Gulistan-e-Jauhar,  
Karachi.

**WORK ORDER**


Subject:- **CONSTRUCTION OF STORM WATER DRAIN FROM SHJAHRAH-E-QUAIDEEN FLYOVER TO JUNEJO TOWN, JAMSHED ZONE, KMC.**

(Provincial ADP # 1553 (2011-12))

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of Rs. 9,96,94,077/- (Rupees Nine Crore Ninety Six Lac Ninety Four Thousand & Seventy Seven only) at 15.00% below the S/R amounting to Rs.40758601/- for part-A, AT PAR the A/R amounting to Rs.1718750/- for Part-B, Offer Rates amounting to Rs.48066651/- for Part-C and Difference cost of material amounting to Rs. 9150075/- for Part D. The total amount for Part A, B, C and D comes to Rs.9,96,94,077/- (Rupees Nine Crore Ninety Six Lac Ninety Four Thousand & Seventy Seven only). You may therefore contact The Chief Engineer(District South), 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 Noman Builders and KMC. The time of completion of work specified in the contract agreement is **06 Months**, which shall commence from the date of start which will be within 14 days time from the receipt of this work order.

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

  
Superintending Engineer (CM),  
Karachi Metropolitan Corporation

C.C. TO:-

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



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# KARACHI METROPOLITAN CORPORATION

Project CONSTRUCTION OF STORM WATER DRAIN FROM SHJAHRAH-E-QUAIDEEN FLYOVER TO JUNEJO TOWN, JAMSHED ZONE, KMC.  
(Provincial ADP # 1553 (2011-12))

Cost Rs. 9,96,94,077/- (Rupees Nine Crore Ninety Six Lac Ninety Four Thousand & Seventy Seven only).

Completion Time: 06 Months

Penalty: Rs. 3000/- P. day

An Agreement made this 31<sup>st</sup> day of May 2012  
Between the Karachi Metropolitan Corporation through its Chief Engineer (CM) E.D, KMC hereinafter called the "KMC", (which expression shall mean and include his successors) of the One part and M/s **Noman Builders** having their office at Shop # 6, Plot # SB-4, Samarah Arcade, Opp. Abad Office, Block No. 1, Gulistan-e-Jauhar, Karachi through their Proprietor **Mr. Mohammad Aslam** hereinafter called the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignees) of the other Part.

Whereas the KMC has accepted the tender of the Contractor dated 16-05-2012 at 15.00% below the S/R amounting to Rs. 40758601/- for part-A, AT PAR the A/R amounting to Rs. 1718750/- for Part-B, Offer Rates amounting to Rs. 48066651/- for Part-C and Difference cost of material amounting to Rs. 9150075/- for Part D for construction and completion of the work namely CONSTRUCTION OF STORM WATER DRAIN FROM SHJAHRAH-E-QUAIDEEN FLYOVER TO JUNEJO TOWN, JAMSHED ZONE, KMC at a cost of Rs. 9,96,94,077/- (Rupees Nine Crore Ninety Six Lac Ninety Four Thousand & Seventy Seven only) within a period of 06 Months and Penalty Rs. 3000/- Per day according to the specification and general conditions of the contract signed by the Contractor after having made himself fully acquainted with their meaning.

AND WHEREAS the Contractor has already deposited with the KMC a sum of Rs. 36,25,000/- (Rupees Thirty Six Lac Twenty Five Thousand only)

Vide Pay Order/Bnk Guarantee No. 3633296  
Dated 02-05-2012 from United Bank Ltd  
Branch, Karachi on account of 2% Bid Security for the said contract. vi  
Challan No. 111 dated 02-05-2012

AND WHEREAS the Contractor has also deposited a Pay Order  
No. 3932201 dated 31-05-2012 / Bank Guarantee  
No. - dated -  
from United Bank Ltd.

Bank Civic Centre, Karachi Branch, Karachi for  
an amount of Rs. 13,60,000/-  
(Rupees Thirteen Lac Sixty Thousand only) as 5% Performance  
Security including 2% Bid Security make total Rs. 49,85,000/-

Proprietor performance security equal to 5% of the contract value in place of above referred Pay Order of 2% Bid Security for due performance of the contract. In order to make the Performance Security equal to 10% of the contract value, the remaining 5% will be deducted from running bills as Retention Money. The claim for refund of Performance Security and Retention Money can be lodged according to the terms & conditions of the contract.

**NOMAN BUILDERS**  
Proprietor

SPECIAL ADHESIVE



299/14  
144

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

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

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

- I. Notice inviting tenders.
- II. Tender documents marked 1/16 and dated 16-05-2012 including terms and conditions, BOQ, specifications and drawings.
- III. Work schedule.
- IV. Payment schedule
- V. Security and Performance Bond.
- VI. All correspondence in respect of the contract and the work.

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

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

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

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

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

CHIEF ENGINEER  
Kerachi

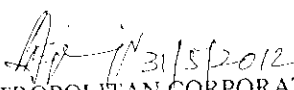
  
**NOMAN BUILDERS**  
Proprietor

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

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

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

IN WITNESS WHEREOF the said parties have set their respective hands this 31<sup>th</sup> day of May 2012.

  
 KARACHI METROPOLITAN CORPORATION  
 CHIEF ENGINEER (CM)  
 Engineering Department  
 Karachi Metropolitan Corporation

  
**NOMAN BUILDERS**  
**CONTRACTOR**

Proprietor

**WITNESSES:-**

1. Asim Abbas  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Zak BLD  
 \_\_\_\_\_  
 \_\_\_\_\_

(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**

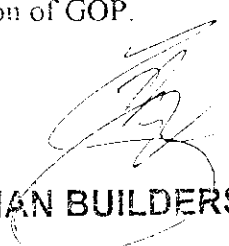
Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [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.

  
**NOMAN BUILDERS**

Proprietor



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

Name of Buyer: S. RA  
Signature: S. RA Engineer,  
[Seal] (C.A.) K.M. Co.

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]  
**NOMAN BUILDERS**  
Proprietor



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

No. SE/CM /Engg. Deptt/KMC/560/2012

Dated: 29-5-12

To,

M/s Noman Builders,  
Shop # 6, Plot # SB-4,  
Samarah Arcade, Opp. Abad Office,  
Block # 1, Gulistan-e-Jauhar,  
Karachi.

**(ACCEPTANCE LETTER)**

Subject:- **CONSTRUCTION OF STORM WATER DRAIN FROM SHJAHRAH-E-QUAIDEEN FLYOVER TO JUNEJO TOWN, JAMSHED ZONE, KMC.**  
(Provincial ADP # 1553 (2011-12))

The Competent authority has been pleased to accept your tender dated 08-05-2012 at 15.00% below the S/R amounting to Rs.40758601/- for part-A, AT PAR the A/R amounting to Rs.1718750/- for Part-B, Offer Rates amounting to Rs.48066651/- for Part-C and Difference cost of material amounting to Rs. 9150075/- for Part D. The total amount for Part A, B, C and D comes to Rs. 9,96,94,077/- (Rupees Nine Crore Ninety Six Lac Ninety Four Thousand & Seventy Seven only) for the above mentioned work.

Therefore, as per requirement of the contract documents you are required to deposit the 5% Performance Security amounting to **Rs. 49,84,704/-** 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.2,99,083/-** @ 0.30% of sanctioned cost is required to be provided by you to the undersigned's office.

  
Superintending Engineer (CM), KMC.

C.C. to:-

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



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

1/2

No. SE/CM/Engg. Dept/KMC/ 521/12

Dated: 23-5-12

**BID EVALUATION REPORT**

(In Compliance of Clause 45 SPP Rules 2010)

1. Name of Procuring Agency: Karachi Metropolitan Corporation ✓
2. Tender Reference No: KMC/CM/ED/92/11-12 ✓
3. Tender Description/Name of work/item: **CONSTRUCTION OF STROM WATER DRAIN FROM SHAHRAH-E-QUAIDEEN FLYOVER TO JUNEJO TOWN, JAMSHED ZONE, KMC.**
4. Method of Procurement: Single Stage – One Envelope Procedure ✓
5. Tender Published: Daily Jang & Daily Express Tribune dated 29-04-2012, Daily Awami Awaz 28-04-2012 etc, and SPPRA Website ID # 7921/2012. ✓
6. Total Bid documents Sold: 56 Nos.
7. Total Bids Received: 16 Nos.
8. Technical Bid Opening date: (if applicable) Not Applicable (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): Not Applicable
10. Bid (s) Rejected: 05 No. (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 16-05-2012 ✓

**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 Noman Builders	99694077	1 <sup>st</sup> Lowest	37.69% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Recommended for award of work
2	M/s A.A. Quality Builders	107266068	2 <sup>nd</sup> Lowest	32.96% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
3	M/s Naseeb Khan & Brothers	107743450	3 <sup>rd</sup> Lowest	32.66% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
4	M/s Eastern Construction Co.	114673638	4 <sup>th</sup> Lowest	28.33% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
5	M/s Insaf & Brothers	119371505	5 <sup>th</sup> Lowest	25.39% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
6	M/s Mehran Traders	122646420	6 <sup>th</sup> Lowest	23.35% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
7	M/s Kaim Khani & Brothers	123354543	7 <sup>th</sup> Lowest	22.90% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates

22/5/2012

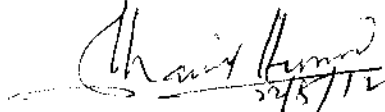
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SN	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
1	2	3	4	5	6	
8	M/s Shamsher Khan & Co.	134739649	8 <sup>th</sup> Lowest	15.79% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
9	M/s King Enterprises	144217025	9 <sup>th</sup> Lowest	9.86% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
10	M/s M. Siddique & Brothers	155227909	10 <sup>th</sup> Lowest	2.98% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
11	M/s Paragon Construction Co.	155643893	11 <sup>th</sup> Lowest	2.72% Below the estimated cost of Rs.160.00 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
12	M/s Imran Construction Co.	157060618	12 <sup>th</sup> Lowest	1.84% Below the estimated cost of Rs.160.00 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
13	M/s Highway Engineers	229591356	13 <sup>th</sup> Lowest	43.49% Above the estimated cost of Rs.160.00 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
14	M/s M.S. Electric Services	Not Quoted	Not Quoted	Not Quoted	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
15	M/s K.K.C.I. (JV) K&K	Not Quoted	Not Quoted	Not Quoted	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
16	M/s Tracon Associates	Not Quoted	Not Quoted	Not Quoted	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive

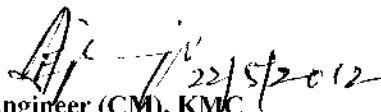
This issued with the approval of the members of the procurement committee.

  
Chief Engineer (Design), KMC  
Member

  
Dy. Director (Finance),  
E.D. KMC  
Member

  
Director (Planning),  
F&A, KMC  
Member

  
Superintending Engineer (CM), KMC  
Member/Secretary

  
Chief Engineer (CM), KMC  
Chairman

✓ Director (CB), SPPRA, GOS

(With a request to upload on SPPRA Website)

Director (Computer Section), Administrator Secretariat, KMC

(With a request to upload on CDGK Website)

C.C. to:-

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