



NO. PM/IMFS/SCDA/2015/0122
"IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS
AND REHABILITATION OF FLOOD AFFECTED AREAS IN
COASTAL AREAS OF THATTA & BADIN" (IMFS)
SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH



Dated: 13 April, 2015

To,

The Director (Reforms),
Sindh Public Procurement Regulatory Authority

Subject: NIT No. PM/IMFS/SCDA/2015/0093 DATED 23-02-2015 HOISTED ON
SPPRA WEBSITE AT SERIAL NO. 22967 DATED 26-02-2015.

Kindly find enclosed herewith following documents for each works of Category –
B "Roads & Water Supply" of the subject NIT in terms of Rule – 50 for your perusal and hoisting
the same on SPPRA website at serial No. 22967 dated 26-02-2015.

1. Contract Agreement
2. Work Order / Letter of Award
3. Bill of Quantities
4. Contract Evaluation Form duly filled and signed
5. Procurement Committee Notification
6. Procurement Plan 2014-15

SPPRA INWARD DIARY
NO: 15/65
DATED: 13-04-2015

for file pl.
MREF
14/4

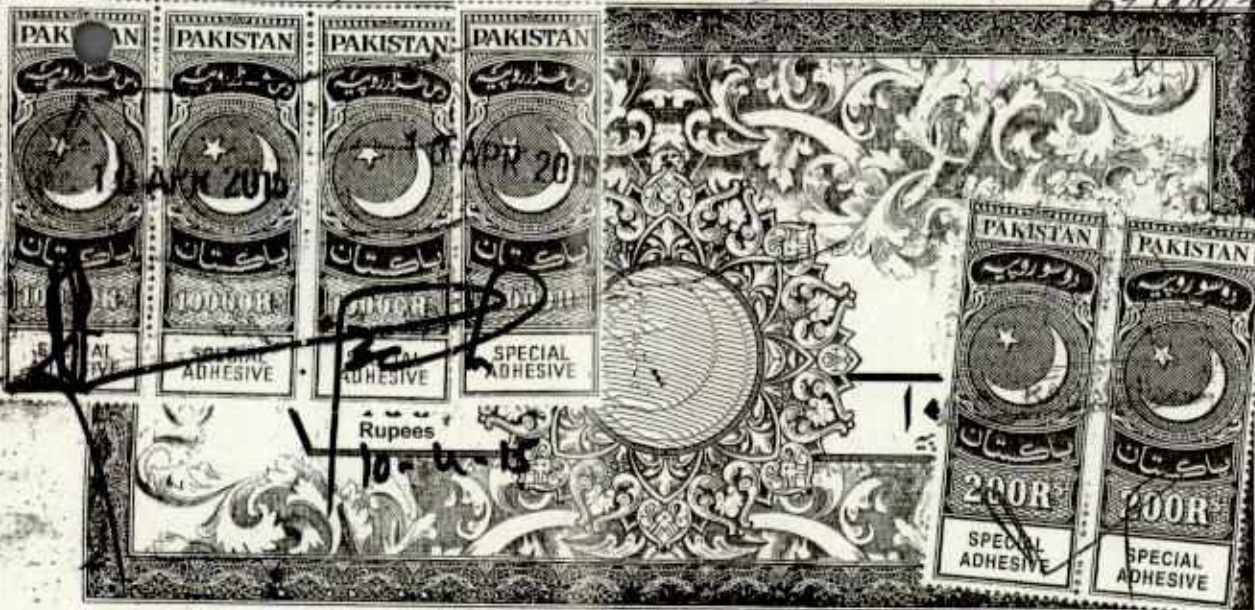

(Shaharyar Akhter Kazi)
Project Manager IMFS /
Deputy Director (Eng) SCDA

C.c. to:-

1. The P.S to Director General, Sindh Coastal Development Authority.
2. Office file



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CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 08th day of April, 2015, between Sindh Coastal Development Authority, (hereinafter called the "Procuring Agency") of the one part and M/S. A.M.K.M AND ENTERPRISES, (hereinafter called the "Contractor") of the other part.

Whereas the Procuring Agency is desirous that certain Works, viz Rehabilitation/ Reconditioning of Road from Chak No. 34/35 Oil Field Road to Chak No. 30 Mile 0/0-3/0=4.80 KMS Taluka S.F. Rahu, district Badin should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement words & expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement viz:
 - a. The letter of Acceptance;
 - b. The complete Form of Bid alongwith Schedule to Bid;
 - c. Conditions of contract & Contract Data;
 - d. The priced Schedule of Prices/Bill of Quantities (BOQ).
 - e. The Specifications and
 - f. The Drawings



OFFICE SUPERINTENDENT
Stamp Office, City Court

10-4-15

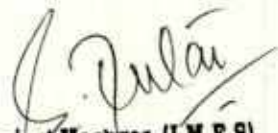
3. In consideration of payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the works and remedy defects therein inconformity and in all respects with the provision of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of Contract, the contract price or such other sum as may become payable under the provision of the Contract at the time & in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month & year first before written in accordance with their respective Laws.

Signature of the Contractor


(Seal)

Signature of Procuring


Project Manager (I.M.E.S)
Sindh Coastal Development Authority
Planning & Development Department
(Seal) Government of Sindh

Witness:

1. Zohib
R-121, Sector 14-A, Shadman Town
North Karachi
(Name, Title address)

1. Jawad Ahmed Shirkh
1st floor, PIDC House Karachi.
(Name, Title address)



NO. PM/IMFS/SCDA/WO/2015/0116
"IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS
AND REHABILITATION OF FLOOD AFFECTED AREAS IN
COASTAL AREAS OF THATTA & BADIN" (IMFS)
SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH



6th April, 2015

WORK ORDER

Dated:

To,

M/s. A.M.K.M & Enterprises,
P-584, Bilalabad Colony
Block-S North Nazimabad
Karachi.

Subject: "IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS & REHABILITATION OF FLOOD AFFECTED AREAS IN COASTAL AREAS ON THATTA & BADIN DISTRICTS" (IMFS) UNDER SINDH COASTAL DEVELOPMENT AUTHORITY - REHABILITATION / RECONDITIONING OF ROAD FROM CHAK NO: 34 / 35 OIL FIELD ROAD TO CHAK NO: 30 MILE 0/0 - 3/0 = (4.80 KMS) TALUKA S.F. RAHU DISTRICT BADIN.

Reference: Bid invited by this office dated 23-02-2015.

The amount quoted by you on B-1 tender (based on item rates) for the subject work amounting to Rs. 21,256,082 (Rupees Twenty One Million Two Hundred Fifty Six Thousand Eighty Two only), received on 12th March, 2015, entered in Bill of Quantities of Tender being a lowest bidder and amount which is 1.0% below the engineer estimates under the rules are hereby accepted.

You are directed to please start the work under the supervision of Assistant Engineer, IMFS Badin within (7) Seven days' time allowed for making preliminary arrangements and complete it within 6 (Six) months to be reckoned from 13-04-2015. Payments will be restricted to the extent the funds are available.

For completion of contract documents please attend the office of the undersigned at once and also nominate responsible person at the site of work to receive orders and instructions of the Assistant Engineer, IMFS Badin during execution of work.

You are requested to please submit within 14 days after receipt of this letter 10% Performance Security at the option of the bidder, in the form of Payee's Order / Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

No Difference of cost of any item will be paid separately.

Manan Khari



etc

S. Pulari
(SHAHARYAR AKHTER KAZI)
PROJECT MANAGER IMFS

C.c. to:-

1. The P.S to Director General Sindh Coastal Development Authority.
2. The Assistant Engineer, IMFS, Badin.
- ✓ 3. Office file

1st Floor, P.I.D.C. House, M.T. Khan Road, Karachi-75530
Phone: (021) 3568318, 99204660 Fax: (92-21) 99204654
Email: imfs.scda@gmail.com

S. Pulari

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. 002

Rehabilitation / Reconditioning of Road from
Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0= 4.80 kms
Taluka S.F. Rahu, District Badin

To:

The Project Manager IMFS
Sindh Coastal Development Authority
1st Floor, PIDC House, M.T. Khan Road
Karachi

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. NIL for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address M/s A.M.K.M & Enterprises and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs=21,256,082 (Rupees Twenty One Million, Two Hundred Fifty Six Thousand & Eight Two Only sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we ~~submit~~ 437349 herewith a Bid Security in the amount of Rs. 2,125,608.20 2 Percentage of bid price drawn in your favour or made payable to you and valid for a period of fifteen (15) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of 45 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
We understand that you are not bound to accept the lowest of any bid you may

Mansoor Khan

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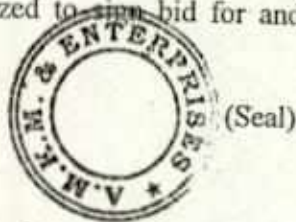
receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this 12th day of March, 2015

Signature [Signature]

in the capacity of Director duly authorized to sign bid for and on behalf of
M/s. A.M.K.M. & Enterprises
(Name of Bidder in Block Capitals)



Address: P-584, Mohalla Bilalabad North Nazimabad
Block-S, Karachi.

Witness:

(Signature) [Signature]

Name: G. Umer

Address: _____

Muhammad Khan

S. Pura

CONDITIONS OF CONTRACT

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S. Pulai

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S. Dulai

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 "Procuring Agency" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

F. Dulai

Amman Khan

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

Munir Khan
R-Dalai

1.5

Communications

All Communications related to the Contract shall be in English language.

1.6

Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2.

THE PROCURING AGENCY

2.1

Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2

Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3

Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the Works.

2.4

Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3.

PROCURING AGENCY'S REPRESENTATIVES

3.1

Authorized Person

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2

Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of Works.

Muhammad Iqbal

F. Durrani

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be unreasonable withheld by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's Order / Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent

Mansoor Khan

S. P. Dulari

or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. **PROCURING AGENCY'S RISKS**

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. **TIME FOR COMPLETION**

7.1 **Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 **Programme**

M. A. Khan

S. P. D. J. J.

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency shall extend the Time for Completion as determined.

7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. **TAKING-OVER**

8.1 **Completion**

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. **REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's

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[Signature]

faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which

Mouan Khan

S. Dulan

may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in Thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days, the Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

Manan Khan

J. Dalvi

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and

Manan Khan

S. Pulai

without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilise the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring

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Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Procuring Agency shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules

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made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.3 Procuring Agency's Drawings,

1. Location Plan

1.1.4 The Procuring Agency means

Sindh Coastal Development Authority

1.1.5 The Contractor means

M/s. A.M.K.M & Enterprises

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** 180 days.

1.1.20 Engineer

Project Manager IMFS, Sindh Coastal Development Authority

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:** Project Manager IMFS through Assistant Engineer DPIU Thatta & Badin

3.2 Name and address of Engineer's/Procuring Agency's representative

Mr. Kashif Raza, Assistant Engineer IMFS DPIU Thatta /
Sindh Coastal Development Authority
Bungalow No.B-277, Behind Union Council
Hashimabad Society Makli Thatta.

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K. Raza

4.4 **Performance Security:**

Amount : 10 % of the Bid Amount
Validity : 180 + 90 days = 270 days

7.2 **Programme:**

Time for submission: Within fourteen (14) days of the Commencement Date.

Form of programme: Bar Chart

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

9.1 **Period for remedying defects**

3 months (90 days)

11.1 **Terms of Payments**

Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
- (ii) value of secured advance on the materials and valuation of variations (if any).
- (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.3 **Percentage of retention:** Zero Percent (0%)

11.6 **Currency of payment:** Pak. Rupees

15.3 **Arbitration:** Place of Arbitration: Karachi

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**REHABILITATION / RECONDITIONING OF ROAD FROM CHAK NO: 34
/ 35 OIL FIELD ROAD TO CHAK NO: 30 MILE 0/0-3/0=4.80 KMS
TALUKA S.F. RAHU, DISTRICT BADIN**

SCHEDULE OF PRICES / BILL OF QUANTITIES

S.No.	Description	Unit	QTY	Unit Rate (PKR)	Total Amount (PKR)
PART A - ROAD WORKS					
1	Laying on Brick on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt Bricks excavation for laying edging with small size parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	% RFT	32630	2823.73	921,383.00
2	Preparing Base Course by supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness to proper camber and grade including supplying and spreading 15 CFT screening & non plastic quarry fines, filling depressions with stone metal after initial rolling including watering and compacting the same as to achieve 100% density as per modified AASHO specifications. (Rate includes providing & using Templates, screen, forms as directed). Rate includes all cost of materials, labour, T&P and carriage up to 3 chains.	% CFT	107400	9292.25	9,979,877.00
3	Providing Three Coats of surface dressing on new or existing surface with (40 + 25 + 14 = 79 Lbs) Bitumen of 80/100 penetration 5.50 + 2.75 + 1.50 = 9.75 Cft, crush Bajri of 3/8" - 3/4" gauge including cleaning the road surface rolling after each Coat etc complete. Rate includes all costs of materials, T&P & carriage up to site of work.	% SFT	195782	4146	8,117,122.00
4	Earth Work for road embankment by Bulldozers including ploughing, mixing cold breaking, dressing & compacting with optimum moisture contents lead upto 100'ft & lift up to 5'ft in all type of soil except rock.	% CFT	642452	2208.37	1,418,772.00
Total Part A					20,437,154/- (-20,13,311) <u>20,232,782/-</u>

Manan Khan @ 01%
Paid @ 1

Manan Khan

	Description	Unit	QTY	Unit Rate (PKR)	Total Amount (PKR)
PART B – MASONRY WORK					
1	Excavation in foundation of building bridges and other structure i/c degbelling dressing refilling around the structure with excavated earth watering and ramming lead up to one chain and lift up to 5'ft (in ordinary Soil).	% CFT	1146	3176.25	3,640.00
2	Cement concrete brick or stone ballast 1 1/2" to 2" gauge ratio 1:4:8.	% CFT	257	9416.28	24,200.00
3	Course Rubble masonry including hammer dressing 1:4 in plinth and foundation (in cement sand mortar)	% CFT	553	27034.98	149,503.00
4	Cement concrete plain including placing compacting finishing and curing etc, complete (including screening & washing of stone aggregate without shuttering). Ratio: 1:2:4.	% CFT	131	14429.25	18,902.00
5	Fabrication of mild steel reinforcement for cement concrete including bending cutting laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars.	CWT	5.34	4820.20	25,740.00
6	R.C.C work including all labor & material except the cost of steel reinforcement and its labor for binding and kinds of forms molds lifting shuttering curing rendering and finishing the exposed surface including screening & washing of shingle R.C.C. work in roof slab, beams, columns, rafts, lintels and other structure main bars in position complete in all respect, Ratio: 1:2:4	CFT	79	337.00	26,623.00
7	Erection and removal of centering for RCC or plain cement concrete works of deadar wood (2nd class) for partal wood (ii) vertical	% SFT	83	7000.00	5,810.00
8	Cement pointing raised on stone work in cement mortar Ratio: 1:3.	% SFT	227	1758.08	3,991.00
Total (to be carried to Summary of Bid Price)				Total Part B	<u>258,409/-</u>
Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.				Less - Below 01%	<u>-10,336/-</u>
					<u>1023,300/-</u>

Total Part A – Road Works = 20,232,782/-

Total Part B – Masonry Works = 1023,300/-

Grand Total = 21,256,082/-

Muhammad Khan

A. J. Khan



SCHEDULE OF PRICES - SUMMARY OF BID PRICES

S #	Description	Total Amount (Rs)
	Part A - Road Works	
1.	Brick on End Edging	912169
2.	Base Course	9880078
3.	Tripple Surface Treatment	8035951
4.	Earth Work (Formation & Berm)	1404584
	Part B - Masonry Works	
1.	3'ft Span RCC Slab Culverts @ Rs. 255825 x 4 culverts	1023300



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SPECIFICATIONS

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SPECIFICATIONS

S.No.	Description	Unit	QTY
	PART A – ROAD WORKS		
1	Laying on Brick on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt Bricks excavation for laying edging with small size parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	% RFT	32630
2	Preparing Base Course by supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness to proper camber and grade including supplying and spreading 15 CFT screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achieve 100% density as per modified AASHO specifications. (Rate includes providing & using Templates, screen, forms as directed). Rate includes all cost of materials, labour, T&P and carriage up to 3 chains.	% CFT	107400
3	Providing Three Coats of surface dressing on new or existing surface with (40 + 25 + 14 = 79 Lbs) Bitumen of 80/100 penetration 5.50 + 2.75 + 1.50 = 9.75 Cft, crush Bajri of 3/8" – 3/4" gauge including cleaning the road surface rolling after each Coat etc complete. Rate includes all costs of materials, T&P & carriage up to site of work.	% SFT	195782
4	Earth Work for road embankment by Bulldozers including ploughing, mixing cold breaking, dressing & compacting with optimum moisture contents lead upto 100'ft & lift up to 5'ft in all type of soil except rock.	%o CFT	642452

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S #	Description	Unit	QTY
	PART B – MASONRY WORK		
1	Excavation in foundation of building bridges and other structure i/c degbelling dressing refilling around the structure with excavated earth watering and ramming lead up to one chain and lift up to 5'ft (in ordinary Soil).	% CFT	1146
2	Cement concrete brick or stone ballast 1 ½" to 2" gauge ratio 1:4:8.	% CFT	257
3	Course Rubble masonry including hammer dressing 1:4 in plinth and foundation (in cement sand mortar)	% CFT	553
4	Cement concrete plain including placing compacting finishing and curing etc, complete (including screening & washing of stone aggregate without shuttering). Ratio: 1:2:4.	% CFT	131
5	Fabrication of mild steel reinforcement for cement concrete including bending cutting laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars.	CWT	5.34
6	R.C.C work including all labor & material except the cost of steel reinforcement and its labor for binding and kinds of forms molds lifting shuttering curing rendering and finishing the exposed surface including screening & washing of shingle R.C.C. work in roof slab, beams, columns, rafts, lintels and other structure main bars in position complete in all respect, Ratio: 1:2:4	CFT	79
7	Erection and removal of centering for RCC or plain cement concrete works of deadar wood (2nd class) for partal wood (ii) vertical	% SFT	83
8	Cement pointing raised on stone work in cement mortar Ratio: 1:3.	% SFT	227

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DRAWINGS

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S. P. Singh

LOCATION PLAN

REHABILITATION / RECONDITIONING OF ROAD FROM CHACK No. 34 / 35 OIL FIELD ROAD TO
CHACK No. 30 MILE 0/0 - 3/0 = 4.8 kms.

SUJAWAL

BADIN SUJAWAL ROAD

18/7

CHACK No. 34 / 35

OIL FIELD ROAD

CHACK No. 30

0/0

0/0

3/0

BADIN

Amir
(S/Engr)

Amir
MANAN KHAN

[Signature]
S. P. Khan

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. Sindh Coastal Development Authority
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Rehabilitation / Reconditioning of Road from Chak No. 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0 - 3/0 = 4.80 kms Taluka S.F. Rahu District Badin.
- 4) TENDER NUMBER 002
- 5) BRIEF DESCRIPTION OF CONTRACT Rehabilitation / Reconditioning of Road from Chak No. 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0 - 3/0 = 4.80 kms
- 6) FORUM THAT APPROVED THE SCHEME Procurement Committee
- 7) TENDER ESTIMATED VALUE 21.420
- 8) ENGINEER'S ESTIMATE (For civil works only) 21.867
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 6 Months
- 10) TENDER OPENED ON (DATE & TIME) 12-03-2015
- 11) NUMBER OF TENDER DOCUMENTS SOLD 5 (Pre-qualified Contractors)
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 3
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3
- 14) BID EVALUATION REPORT (Enclose a copy) Copy of Bid Evaluation Report is enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. A.M.K.M & Enterprises,
P-584, Bilalabad Colony Block -S North Nazimabad
Karachi
- 16) CONTRACT AWARD PRICE 21,256 Million
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID). 1st Lowest

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Domestic / Local Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	26-02-2014, Tender Archives at Serial No. 22967.
No	

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

Yes	
No	(Pre-qualified to PA)

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

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

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

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

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

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

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?

(Attach copy of the bid evaluation report)

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

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No Complaints Received

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

Yes	
No	No

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

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	No

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

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

36) 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"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of
Authorized Officer

[Signature]
Project Manager (I.M.F.S)
Sindh Coastal Development Authority
Planning & Development Department
Government of Sindh

FOR OFFICE USE ONLY

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

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BID EVALUATION REPORT

REHABILITATION / RECONDITIONING OF ROAD

FROM

**CHAK NO: 34 / 35 OIL FIELD ROAD TO CHAK NO: 30
MILE 0/0-3/0=4.80 KMS
TALUKA S.F. RAHU, DISTRICT BADIN**

UNDER PROJECT

**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS
& REHABILITATION OF FLOOD AFFECTED AREAS IN
COASTAL AREAS OF THATTA & BADIN**

(MARCH - 2015)

**SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH**

PIDC House, 1st Floor, M.T. Khan Road, Karachi.
Phone: 021-99204660 - 35681318 Fax: 021-99204654

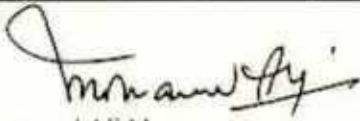
**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS AND REHABILITATION OF
FLOOD AFFECTED AREAS IN COASTAL AREAS OF THATTA & BADIN DISTRICTS**


Bid Evaluation Report


- 1 Name of Procuring Agency: Sindh Coastal Development Authority
- 2 Tender Reference No: 002
- 3 Tender Description / Name of Work / Item: Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80 Kms Taluka S.F. Rahu, District Badin
- 4 Method of Procurement: N C B
- 5 Tender Published: SPPRA Website at Serial No. 22967 dated 26-02-2015
- 6 Total Bid Documents Sold: 5
- 7 Total Bids Received: 3
- 8 Technical Bid Opening Date: NA
- 9 No. of Bid Technically Qualified: NA
- 10 Bid(s) Rejected: Nil
- 11 Financial Bid Opening Date: 12/Mar/2015

12 Bid Evaluation Report

S. No.	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. A.M.KM & Enterprises	21,256,082	1	Below 1.0%	Lowest	Accepted
2	M/s. Al-Riaz Enterprises	21,792,851	2	Above 1.5%	2nd Lowest	Rejected
3	M/s. Meesam Construction Company	21,900,205	3	Above 2%	3rd Lowest	Rejected


 Muhammad Ali Memon
 Section Officer (Technical) Highways
 Member Procurement Committee IMFS
 Works & Services Department



 Shaharyar Akhtar Kazi
 Project Manager / Chairman
 Procurement Committee IMFS


 Mehfooz Ahmad
 Senior Infrastructure Engineer
 Member / Secretary
 Procurement Committee IMFS

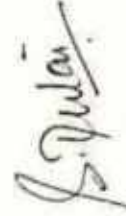
Bid Opening Checklist

Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80 Kms Taluka S.F. Rahu, District Badin

S.No	ITEM	Name of Bidders		
		M/s. A.M.K.M & Enterprises	M/s. Al-Riaz Enterprises	M/s. Meesam Construction Company
1	Is Envelope Sealed ?	Yes	Yes	Yes
2	Required Amount of Bid Security	Yes	Yes	Yes
3	Required Bid Validity Period	Yes	Yes	Yes
4	Authority of signing	Yes	Yes	Yes
5	Alternate Bid if any	No	No	No
6	Withdrawal,	No	No	No
7	Substitution or Modifications, if any	No	No	No
8	Any discounts (if any)	No	No	No
9	Price Read Out	Yes	Yes	Yes
10	Form of Tender signed or not	Yes	Yes	Yes
11	Other Documents attached (PEC valid Registration in required discipline and category)	Yes	Yes	Yes
12	Any other detail			


Muhammad Ali Memon

Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department



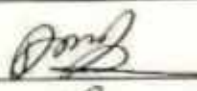

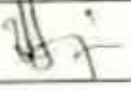
Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS


Mehboob Akhtar
Senior Infrastructure Engineer
Member/Secretary
Procurement Committee IMFS

ATTENDANCE SHEET

Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 =
4.80 Kms Taluka S.F. Rahu, District Badin

BID OPENING 12-03-2015 AT 01:00 PM

S. No.	Name of Firm / Bidder	Representative Name	Signature
1	M/s. A.MKM & Enterprises	M. Dawood	
2	M/s. Al-Riaz Enterprises	A. Umar	
3	M/s. Meesam Construction Company	S. Z. Khatir & Sons	
4			
5			
6			
7			
8			
9			
10			
11			
12			












BID OPENING SHEET

Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80
Kms Taluka S.F. Rahu, District Badin

S. No.	Name of Firm / Bidder	Total Amount of the Bid	Amount of call Deposit with name of Bank	Signature
1	M/s. A.M.K.M & Enterprises	21,256,082	437,340 Bank of Hyderabad	
2	M/s. Al-Riaz Enterprises	21,792,851	43,500 MCB	
3	M/s. Meesam Construction Company	21,900,205	521,884 Bank of Hyderabad	


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department

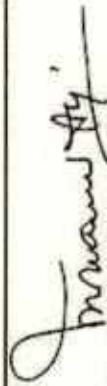

Mehfooz Akhter
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

Financial Proposals After Correction

Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80 Kms Taluka S.F.
Rahu, District Badin

S. No. (a)	Firm / Bidder (b)	Pay Order Amount & Bank (c)	Quoted Bid Cost (d)	Arithmetically Corrected Cost (e)	Discount Amount / Percentage (f)	Corrected Bid Cost (g)= e - f
1	M/s. A.M.KM & Enterprises	437,340 Khyber Bank	21,256,082	-	-	21,256,082
2	M/s. Al-Riaz Enterprises	435,000 MCB	21,792,851	-	-	21,792,851
3	M/s. Meesam Construction Company	521,884 Khyber Bank	21,900,205	-	-	21,900,205



Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department



Member Procurement
Committee IMFS
Senior Infrastructure Engineer
Member Secretary
Procurement Committee IMFS

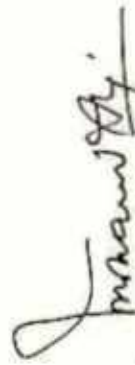


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

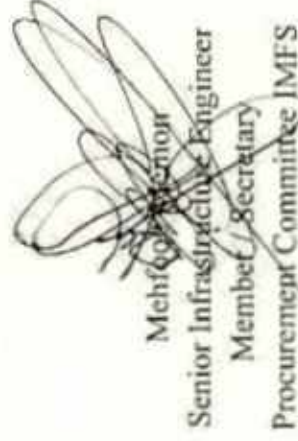
Cost Comparison and Recommendations

Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80
Kms Taluka S.F. Rahu, District Badin

S. No.	Firm / Bidder's Name	Financial Tender Cost	Comparison with Engineering Estimate	Remarks and Recommendations	Ranking
1	M/s. A.M.KM & Enterprises	21,256,082	Below 1.0%	Accepted	1
2	M/s. Al-Riaz Enterprises	21,792,851	Above 1.5 %	Rejected	2
3	M/s. Meesam Construction Company	21,900,205	Above 2 %	Rejected	3



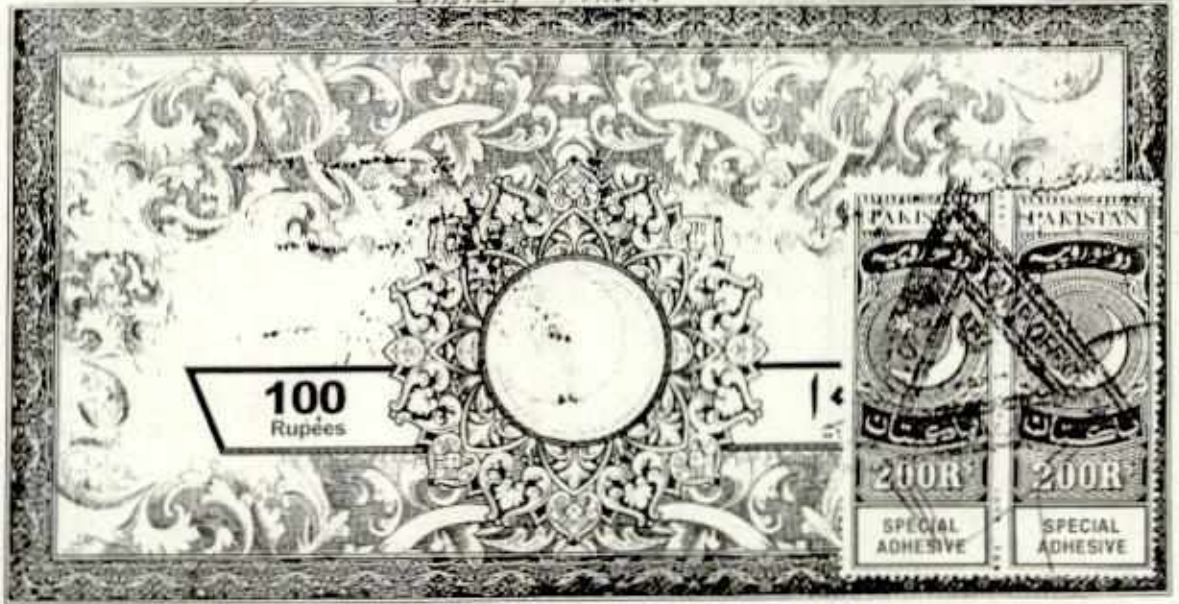
Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department



Mehfooz Mahmood
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS



Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS



SHAHID SALEEM Stamp Vendor
Licence No 65, Shop No 33, Urdu Plaza
Gulshan-e-Iqbal, Block-14 Karachi

06 APR 2015 $\frac{127}{100}$ 76,280/-

OFFICE STAMP

S. NO. 127306
Issued to
Through With Address
Purpose
Value Rs
Stamp Vendor

GEMMA KHAN
127306

APR 2015



CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 06th day of April, 2015, between Sindh Coastal Development Authority, (hereinafter called the "Procuring Agency") of the one part and M/S. A.M.K.M AND ENTERPRISES, (hereinafter called the "Contractor") of the other part.

Whereas the Procuring Agency is desirous that certain Works, viz Rehabilitation, Reconditioning of Road from Badin Sujawal Road @ Mile 19/6 to village Rehmatullah Arai Jhole Mori Mile 0/0-3/6=6.0 kms Taluka S.F. Rahu, district Badin should be executed by the Contractor and has accepted a Bid by the Contract for the execution and completion of such works and the remedying of any defects therein.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement words & expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement viz:
 - a. The letter of Acceptance;

3. In consideration of payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the works and remedy defects therein inconformity and in all respects with the provision of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of Contract, the contract price or such other sum as may become payable under the provision of the Contract at the time & in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month & year first before written in accordance with their respective Laws.

Signature of the Contractor




(Seal)

Signature of Procuring


Project Manager (I.M.E.S)
Sindh Coastal Development Authority
Planning & Development Department
(Seal) Government of Sindh

Witness:

1. Zalib
R-121, Sector 14-A, Shikarpur Town
Norbi Karachi
(Name, Title address)

1.  Jawad Ahmed Shirkh
1st Floor, PDC House Karachi.
(Name, Title address)



NO. PM/IMFS/SCDA/WO/2015/0115
"IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS
AND REHABILITATION OF FLOOD AFFECTED AREAS IN
COASTAL AREAS OF THATTA & BADIN" (IMFS)
SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH



6th April, 2015

WORK ORDER

Dated:

To,

M/s. A.M.K.M & Enterprises,
P-584, Bilalabad Colony
Block-S North Nazimabad
Karachi.

Subject:

"IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS & REHABILITATION OF FLOOD AFFECTED AREAS IN COASTAL AREAS ON THATTA & BADIN DISTRICTS" (IMFS) UNDER SINDH COASTAL DEVELOPMENT AUTHORITY - REHABILITATION / RECONDITIONING OF ROAD FROM BADIN SUJAWAL ROAD MILE 19/6 TO VILLAGE REHMATULLAH ARAIN JHOLE MORI MILE 0/0 - 3/6 = (6.0 KMS) TALUKA S.F. RAHU DISTRICT BADIN.

Reference: Bid invited by this office dated 23-02-2015.

The amount quoted by you on B-I tender (based on item rates) for the subject work amounting to Rs. 25,426,150 (Rupees Twenty Five Million Four Hundred Twenty Six Thousand One Hundred Fifty only), received on 12th March, 2015, entered in Bill of Quantities of Tender being a lowest bidder and amount which is 1.0% below the engineer estimates under the rules are hereby accepted.

You are directed to please start the work under the supervision of Assistant Engineer, IMFS Badin within (7) Seven days' time allowed for making preliminary arrangements and complete it within 6 (Six) months to be reckoned from 13-04-2015. Payments will be restricted to the extent the funds are available.

For completion of contract documents please attend the office of the undersigned at once and also nominate responsible person at the site of work to receive orders and instructions of the Assistant Engineer, IMFS Badin during execution of work.

You are requested to please submit within 14 days after receipt of this letter 10% Performance Security at the option of the bidder, in the form of Payee's Order / Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

No Difference of cost of any item will be paid separately.

Maman Khan



o/c.

S. Qureshi
(SHAHARYAR AKHTER KAZI)
PROJECT MANAGER IMFS

C.c. to:-

1. The P.S to Director General Sindh Coastal Development Authority.
2. The Assistant Engineer, IMFS, Badin.
3. Office file

1st Floor, P.I.D.C. House, M.T. Khan Road, Karachi-75530
Phone: (021) 3568318, 99204660 Fax: (92-21) 99204654
Email: imfs.scda@gmail.com

S. Qureshi

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. 003

Rehabilitation / Reconditioning of Road
from Badin Sujawal Road Mile 19/6 to
village Rehmatullah Arain Jhole Mori Mile 0/0 - 3/6 = (6.0kms)
Taluka S.F. Rahu District Badin.

To:

The Project Manager IMFS
Sindh Coastal Development Authority
1st Floor, PIDC House, M.T. Khan Road
Karachi

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. NIL for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address M/s A.M.K.M & Enterprises and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. 25,426,150/- (Rupees Twenty Five Millions Four Hundred Twenty Six Thousand One Hundred Fifty only) which is 01% above/below the schedule of prices or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. 508,523/- 2 Percentage of bid price drawn in your favour or made payable to you and valid for a period of fifteen (15) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of 45 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

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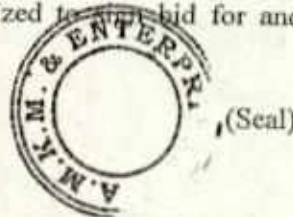


7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this 13th day of March, 2015

Signature [Signature]

in the capacity of Director duly authorized to bid for and on behalf of
M/s. A.M.K.M
(Name of Bidder in Block Capitals)



Address

P-584, Mohalla, Bilalabad, North Nazimabad
Block-S, Karachi.

Witness:

(Signature) [Signature]

Name: G. Umar

Address: _____

Muhammad Khan

[Signature]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 "Procuring Agency" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Maman Khan

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Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

Muhammad Khan

[Signature]

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. **PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of Works.

Muhammad Khan

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4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be unreasonable withheld by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's Order / Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent

Munir Khan

S. P. Khan

or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. **PROCURING AGENCY'S RISKS**

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. **TIME FOR COMPLETION**

7.1 **Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 **Programme**

Munir Khan

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Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency shall extend the Time for Completion as determined.

7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. **TAKING-OVER**

8.1 **Completion**

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. **REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's

Maintenance

(S. Dulai)

faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which

Morad Khan

[Signature]

may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in Thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days, the Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

Mamun/Chan (b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

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The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and

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without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not-executed at the date of termination.

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The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilise the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring

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Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Procuring Agency shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules

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made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

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CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.3 Procuring Agency's Drawings,

1. Location Plan

1.1.4 The Procuring Agency means

Sindh Coastal Development Authority

1.1.5 The Contractor means

M/s. A.M.K.M & Enterprises

1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion 180 days.

1.1.20 Engineer

Project Manager IMFS, Sindh Coastal Development Authority

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

2.1 Provision of Site: On the Commencement Date

3.1 Authorized person: Project Manager IMFS through Assistant Engineer DPIU Thatta & Badin

3.2 Name and address of Engineer's/Procuring Agency's representative

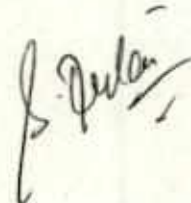
Mr. Kashif Raza, Assistant Engineer IMFS DPIU Thatta /

Sindh Coastal Development Authority

Bungalow No.B-277, Behind Union Council

Hashimabad Society Makli Thatta.

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4.4 **Performance Security:**

Amount : 10 % of the Bid Amount
Validity : 180 + 90 days = 270 days

7.2 **Programme:**

Time for submission: Within fourteen (14) days of the Commencement Date.

Form of programme: Bar Chart

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

9.1 **Period for remedying defects**

3 months (90 days)

11.1 **Terms of Payments**

Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
- (ii) value of secured advance on the materials and valuation of variations (if any).
- (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.3 **Percentage of retention:** Zero Percent (0%)

11.6 **Currency of payment:** Pak. Rupees

15.3 **Arbitration:** Place of Arbitration: Karachi

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REHABILITATION / RECONDITIONING OF ROAD FROM BADIN SUJAWAL ROAD
MILE 19/6 TO VILLAGE REHMATULLAH ARAIN JHOLE MORI MILE 0/0 - 3/6 =
(6.0KMS) TALUKA S.F. RAHU DISTRICT BADIN.

Schedule of Prices / Bill of Quantities

S.No.	Description	Unit	QTY	Unit Rate (PKR)	Total Amount (PKR)
PART A - ROAD WORKS					
1	Laying on Brick on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt Bricks excavation for laying edging with small size parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	%RFT	40788	2772.00	1,130,643.00
2	Preparing Base Course by supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness to proper camber and grade including supplying and spreading 15 CFT screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achieve 100% density as per modified AASHO specifications. (Rate includes providing & using Templates, screen, forms as directed). Rate includes all cost of materials, labour, T&P and carriage up to 3 chains.	%CFT	134200	9051.30	12,146,845.00
3	Providing Three Coats of surface dressing on new or existing surface with (40 + 25 + 14 = 79 Lbs) Bitumen of 80/100 penetration 5.50 + 2.75 + 1.50 = 9.75 Cft, crush Bajri of 3/8" - 3/4" gauge including cleaning the road surface rolling after each Coat etc complete. Rate includes all costs of materials, T&P & carriage up to site of work.	%SFT	244728	4124.50	10,093,806.00
4	Earth Work for road embankment by Bulldozers including ploughing, mixing cold breaking, dressing & compacting with optimum moisture contents lead upto 100' ft & lift up to 5' ft in all type of soil except rock.	%CFT	578730	2208.37	1,278,050.00
Total Part A					24,649,344/-
Less - Below @ 01%					(-246,493)
Total of A					24,402,850/-

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S#	Description	Unit	QTY	Unit Rate (PKR)	Total Amount (PKR)
PART B – MASONRY WORK					
1	Excavation in foundation of building bridges and other structure i/c degbelling dressing refilling around the structure with excavated earth watering and ramming lead up to one chain and lift up to 5' ft (in ordinary Soil).	% CFT	1146	3176.25	3,640.00
2	Cement concrete brick or stone ballast 1 1/2" to 2" gauge ratio 1:4:8.	% CFT	257	9416.28	24,200.00
3	Course Rubble masonry including hammer dressing 1:4 in plinth and foundation (in cement sand mortar)	% CFT	553	27034.98	149,503.00
4	Cement concrete plain including placing compacting finishing and curing etc, complete (including screening & washing of stone aggregate without shuttering). Ratio: 1:2:4.	% CFT	131	14429.25	18,902.00
5	Fabrication of mild steel reinforcement for cement concrete including bending cutting laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars.	CWT	5.34	4820.20	25,740.00
6	R.C.C work including all labor & material except the cost of steel reinforcement and its labor for binding and kinds of forms molds lifting shuttering curing rendering and finishing the exposed surface including screening & washing of shingle R.C.C. work in roof slab, beams, columns, rafts, lintels and other structure main bars in position complete in all respect, Ratio: 1:2:4	CFT	79	337.00	26,623.00
7	Erection and removal of centering for RCC or plain cement concrete works of deadar wood (2nd class) for partal wood (ii) vertical	% SFT	83	7000.00	5,810.00
8	Cement pointing raised on stone work in cement mortar Ratio: 1:3.	% SFT	227	1758.08	3,991.00
Total (to be carried to Summary of Bid Price) Total Part B					= 258,409/- x 04 = 1,033,636/-
Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates. Less: Below @ 01%					= (-10336) = 1,023,300/-

Total Part A – Road Works = 24,408,850/-

Total Part B – Masonry Works = 1,023,300/-

= 25,426,150/-

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SCHEDULE OF PRICES - SUMMARY OF BID PRICES

S #	Description	Total Amount (Rs)
	Part A - Road Works	
1.	Brick on End Edging	1119337
2.	Base Course	12025377
3.	Tripple Surface Treatment	9992868
4.	Earth Work (Formation & Berm)	1265269
	Part B - Masonry Works	
1.	3'ft Span RCC Slab Culverts @ Rs. 255825 x 4 culverts	1023300



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SPECIFICATIONS

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[Signature]

SPECIFICATIONS

S.No.	Description	Unit	QTY
	PART A – ROAD WORKS		
1	Laying on Brick on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt Bricks excavation for laying edging with small size parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	% RFT	32630
2	Preparing Base Course by supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness to proper camber and grade including supplying and spreading 15 CFT screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achieve 100% density as per modified AASHO specifications. (Rate includes providing & using Templates, screen, forms as directed). Rate includes all cost of materials, labour, T&P and carriage up to 3 chains.	% CFT	107400
3	Providing Three Coats of surface dressing on new or existing surface with (40 + 25 + 14 = 79 Lbs) Bitumen of 80/100 penetration 5.50 + 2.75 + 1.50 = 9.75 Cft, crush Bajri of 3/8" – 3/4" gauge including cleaning the road surface rolling after each Coat etc complete. Rate includes all costs of materials, T&P & carriage up to site of work.	% SFT	195782
4	Earth Work for road embankment by Bulldozers including ploughing, mixing cold breaking, dressing & compacting with optimum moisture contents lead upto 100'ft & lift up to 5'ft in all type of soil except rock.	% CFT	642452

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(Signature)

S #	Description	Unit	QTY
	PART B – MASONRY WORK		
1	Excavation in foundation of building bridges and other structure i/c degbelling dressing refilling around the structure with excavated earth watering and ramming lead up to one chain and lift up to 5'ft (in ordinary Soil).	% CFT	1146
2	Cement concrete brick or stone ballast 1 ½" to 2" gauge ratio 1:4:8.	% CFT	257
3	Course Rubble masonry including hammer dressing 1:4 in plinth and foundation (in cement sand mortar)	% CFT	553
4	Cement concrete plain including placing compacting finishing and curing etc, complete (including screening & washing of stone aggregate without shuttering). Ratio: 1:2:4.	% CFT	131
5	Fabrication of mild steel reinforcement for cement concrete including bending cutting laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars.	CWT	5.34
6	R.C.C work including all labor & material except the cost of steel reinforcement and its labor for binding and kinds of forms molds lifting shuttering curing rendering and finishing the exposed surface including screening & washing of shingle R.C.C. work in roof slab, beams, columns, rafts, lintels and other structure main bars in position complete in all respect, Ratio: 1:2:4	CFT	79
7	Erection and removal of centering for RCC or plain cement concrete works of deadar wood (2nd class) for partal wood (ii) vertical	% SFT	83
8	Cement pointing raised on stone work in cement mortar Ratio: 1:3.	% SFT	227

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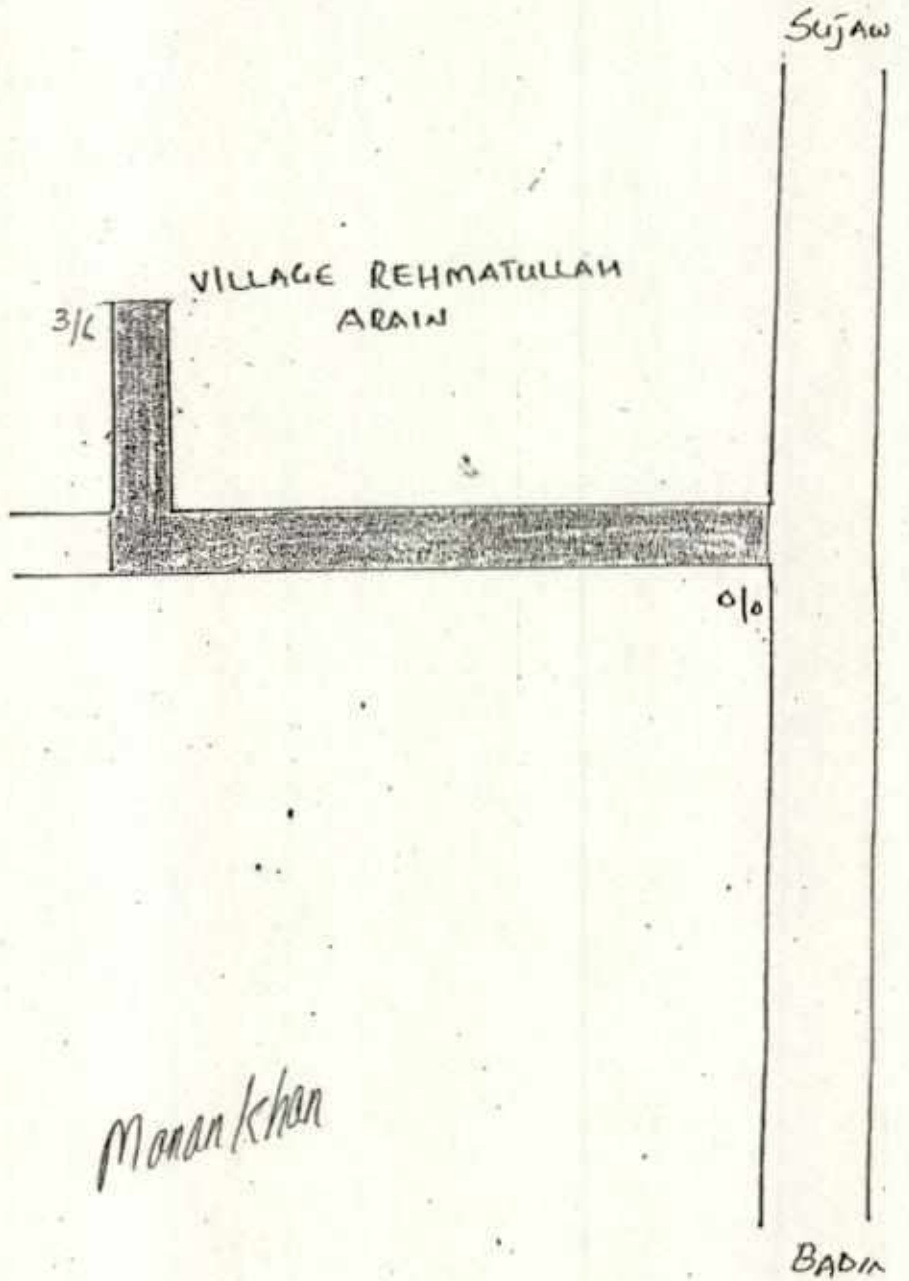
DRAWINGS

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LOCATION PLAN

RECONDITIONING OF ROAD FROM BADIN SUJAWAL ROAD 2
MILE 19/6 TO VILLAGE REHMATULLAH ARAIN JHOLE MORI
ROAD MILE 0/0-3/6



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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. Sindh Coastal Development Authority
- 2) PROVINCIAL / LOCAL GOVT / OTHER Provincial
- 3) TITLE OF CONTRACT Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to Village Rehmatullah Arain Jhole Mori Mile 0/0 - 3/6 = 6.0 kms Taluka S.F. Rahe District Badin.
- 4) TENDER NUMBER 003
- 5) BRIEF DESCRIPTION OF CONTRACT Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to Village Rehmatullah Arain Jhole Mori Mile 0/0 - 3/6 = 6.0 kms
- 6) FORUM THAT APPROVED THE SCHEME Procurement Committee
- 7) TENDER ESTIMATED VALUE 25.682
- 8) ENGINEER'S ESTIMATE (For civil works only) 26.167
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 6 Months
- 10) TENDER OPENED ON (DATE & TIME) 12-03-2015
- 11) NUMBER OF TENDER DOCUMENTS SOLD 5 (Pre-qualified Contractors)
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 3
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3
- 14) BID EVALUATION REPORT (Enclose a copy) Copy of Bid Evaluation Report is enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. A.M.K.M & Enterprises,
P-584, Bilalabad Colony Block -S North Nazimabad
Karachi
- 16) CONTRACT AWARD PRICE 25.426 Million
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID). 1st Lowest

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Domestic / Local Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Director General
Sindh Coastal Development Authority

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	26-02-2014, Tender Archives at Serial No. 22967.
No	

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

Yes	
No	(Pre-qualified to PA)

22) NATURE OF CONTRACT

Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

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

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

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

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No Complaints Received

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

Yes	
No	No

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

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	No

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

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

36) 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"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of
Authorized Officer


Project Manager (I.M.R.S)
Sindh Coastal Development Authority
Planning & Development Department
Government of Sindh

FOR OFFICE USE ONLY

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

Print

Save

Reset



BID EVALUATION REPORT

REHABILITATION / RECONDITIONING OF ROAD

FROM

**BADIN SUJAWAL ROAD @ MILE 19/6 TO VILLAGE
REHMATULLAH ARAIN JHOLE MORI MILE 0/0 – 3/6 = 6.0 kms
TALUKA S.F. RAHU, DISTRICT BADIN**

UNDER PROJECT

**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS
& REHABILITATION OF FLOOD AFFECTED AREAS IN
COASTAL AREAS OF THATTA & BADIN**

(MARCH - 2015)

**SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH**

PIDC House, 1st Floor, M.T. Khan Road, Karachi.
Phone: 021-99204660 - 35681318 Fax: 021-99204654

**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENT'S AND REHABILITATION OF
FLOOD AFFECTED AREAS IN COASTAL AREAS OF THATTA & BADIN DISTRICTS**

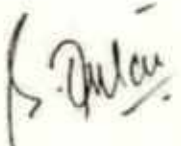
Bid Evaluation Report

- 1 Name of Procuring Agency: Sindh Coastal Development Authority
- 2 Tender Reference No: 003
- 3 Tender Description / Name of Work / Item: Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole Mori Mile 0/0 - 3/6 = (6.0kms) Taluka S.F. Rahu District Badin
- 4 Method of Procurement: N C B
- 5 Tender Published: SPPRA Website at Serial No. 22967 dated 26-02-2015
- 6 Total Bid Documents Sold: 5
- 7 Total Bids Received: 3
- 8 Technical Bid Opening Date: NA
- 9 No. of Bid Technically Qualified: NA
- 10 Bid(s) Rejected: Nil
- 11 Financial Bid Opening Date: 12/Mar/2015

12 Bid Evaluation Report

S. No.	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. A.MKM & Enterprises	25,426,150	1	Below 1.0%	Lowest	Accepted
2	M/s. Al-Riaz Enterprises	26,068,225	2	Above 1.5 %	2nd Lowest	Rejected
3	M/s. Meesam Construction Company	26,196,640	3	Above 2 %	3rd Lowest	Rejected


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS


Mehfooz Anon
Senior Infrastructure Engineer
Member Secretary
Procurement Committee IMFS

Bid Opening Checklist

Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole Mori Mile 0/0
 - 3/6 - (6.0kms) Taluka S.F. Rahu District Badin

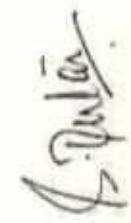
S.No	ITEM	Name of Bidders		
		M/s. A.M.K.M & Enterprises	M/s. Al-Riaz Enterprises	M/s. Meesam Construction Company
1	Is Envelope Sealed ?	Yes	Yes	Yes
2	Required Amount of Bid Security	Yes	Yes	Yes
3	Required Bid Validity Period	Yes	Yes	Yes
4	Authority of signing	Yes	Yes	Yes
5	Alternate Bid if any	No	No	No
6	Withdrawal,	No	No	No
7	Substitution or Modifications, if any	No	No	No
8	Any discounts (if any)	No	No	No
9	Price Read Out	Yes	Yes	Yes
10	Form of Tender signed or not	Yes	Yes	Yes
11	Other Documents attached (PEC valid Registration in required discipline and category)	Yes	Yes	Yes
12	Any other detail			



Muhammad Ali Memon
 Section Officer (Technical) Highways
 Member Procurement Committee IMFS
 Works & Services Department



Mehfooz Anjum
 Senior Infrastructure Engineer
 Member / Secretary
 Procurement Committee IMFS


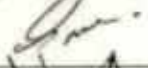



Shaharyar Akhtar Kazi
 Project Manager / Chairman
 Procurement Committee IMFS

ATTENDANCE SHEET

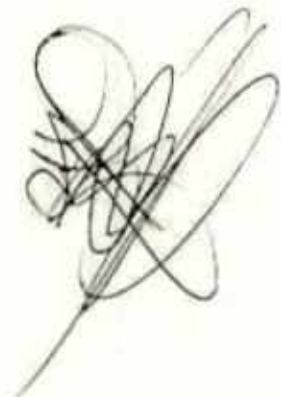
Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain
Jhole Mori Mile 0/0 - 3/6 = (6.0kms) Taluka S.F. Rahu District Badin

BID OPENING 12-03-2015 AT 01:00 PM

S. No.	Name of Firm / Bidder	Representative Name	Signature
1	M/s. A.M.K.M & Enterprises	M. Dawood	
2	M/s. Al-Riaz Enterprises	G. Umar	
3	M/s. Meesam Construction Company	Z. Khalid	
●			
5			
6			
7			
8			
9			
10			
●			
12			












BID OPENING SHEET

Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole
Mori Mile 0/0 - 3/6 = (6.0kms) Taluka S.F. Rahu District Badin

S. No.	Name of Firm / Bidder	Total Amount of the Bid	Amount of call Deposit with name of Bank	Signature
1	M/s. A.M.KM & Enterprises	25,426,150	600,000 UBL	
2	M/s. Al-Riaz Enterprises	26,068,225	540,000 MCB	
3	M/s. Meesam Construction Company	26,196,640	600,000 Sindh Bank.	


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department



Mehfooz Akhtar
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

Financial Proposals After Correction

Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole Mori Mile 0/0 –
3/6 = (6.0kms) Taluka S.F. Rahu District Badin

S. No. (a)	Firm / Bidder (b)	Pay Order Amount & Bank (c)	Quoted Bid Cost (d)	Arithmetically Corrected Cost (e)	Discount Amount / Percentage (f)	Corrected Bid Cost (g)= e - f
1	M/s. A.M.KM & Enterprises	600,000 UBL	25,426,150	-	-	25,426,150
2	M/s. Al-Riaz Enterprises	540,000 MCB	26,068,225	-	-	26,068,225
3	M/s. Meezam Construction Company	600,000 Sindh Bank	26,196,640	-	-	26,196,640

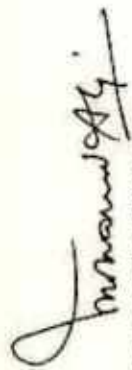

Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


Mehfooz Khan
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee-IMFS


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

Cost Comparison and Recommendations
Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole
Mori Mile 0/0 - 3/6 = (6.0kms) Taluka S.F. Rahu District Badin

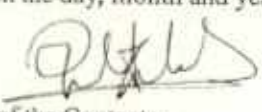
S. No.	Firm / Bidder's Name	Financial Tender Cost	Comparison with Engineering Estimate	Remarks and Recommendations	Ranking
1	M/s. A.M.KM & Enterprises	25,426,150	Below 1.0%	Accepted (Lowest)	1
2	M/s. Al-Riaz Enterprises	26,068,225	Above 1.5 %	Rejected (2nd Lowest)	2
3	M/s. Meesam Construction Company	26,196,640	Above 2 %	Rejected (3rd Lowest)	3


 Muhammad Ali Memon
 Section Officer (Technical) Highways
 Member Procurement Committee IMFS
 Works & Services Department

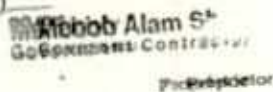

 Mehfooz Memon
 Senior Infrastructure Engineer
 Member / Secretary
 Procurement Committee IMFS


 Shaharyar Akhtar Kazi
 Project Manager / Chairman
 Procurement Committee IMFS

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.


Signature of the Contactor

(Seal)


Mehmoob Alam S+
Government Contractor
Inspector


Signed, Sealed and Delivered in the presence of:

Witness:




(Name, Title and Address)

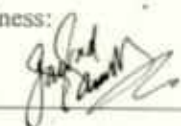
Mehmoob Alam S+
32/2 31st street D.H.A
Phase 5 Khy-e-Mehaid
Phase 5 Karachi


Signature of the Procuring Agency

(Seal)


Project Manager (I.M.F.S)
Sindh Coastal Development Authority
Planning & Development Department
Government of Sindh

Witness:



(Name, Title and Address)

Jawad Ahmed Shaukh
1st Floor RIDC House
Karachi



NO. PM/IMFS/SCDA/WO/2015/0117
"IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS
AND REHABILITATION OF FLOOD AFFECTED AREAS IN
COASTAL AREAS OF THATTA & BADIN" (IMFS)
SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH



WORK ORDER

6th April, 2015

Dated:

To,

M/s. Mehboob Alam Shah,
H. # 32/2 St.# 31 Khayaban-e- Mujahid
DHA Phase # 5
Karachi.

Subject:

"IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS & REHABILITATION OF FLOOD AFFECTED AREAS IN COASTAL AREAS ON THATTA & BADIN DISTRICTS" (IMFS) UNDER SINDH COASTAL DEVELOPMENT AUTHORITY - REHABILITATION / RECONDITIONING OF ROAD FROM GARHO - JOHO ROAD MILE 4/2 -10/6 = (10.40 KMS) TALUKA GHORABHARI, DISTRICT THATTA.

Reference:

Bid invited by this office dated 23-02-2015.

The amount quoted by you on B-1 tender (based on item rates) for the subject work amounting to Rs. 19,437,647 (Rupees Nineteen Million Four Hundred Thirty Seven Thousand Six hundred Forty Seven only), received on 12th March, 2015, entered in Bill of Quantities of Tender being a lowest bidder and amount which is 1.01% below the engineer estimates under the rules are hereby accepted.

You are directed to please start the work under the supervision of Assistant Engineer, IMFS DPIU Thatta within (7) Seven days' time allowed for making preliminary arrangements and complete it within 6 (Six) months to be reckoned from 13-04-2015. Payments will be restricted to the extent the funds are available.

For completion of contract documents please attend the office of the undersigned at once and also nominate responsible person at the site of work to receive orders and instructions of the Assistant Engineer, IMFS DPIU, Thatta during execution of work.

You are requested to please submit within 14 days after receipt of this letter 10% Performance Security at the option of the bidder, in the form of Payee's Order / Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

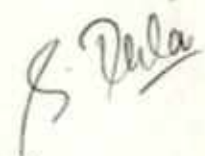
No Difference of cost of any item will be paid separately.


Mehboob Alam Shah
Government Contractor
Proprietor

C.c. to:-

1. The P.S to Director General Sindh Coastal Development Authority.
2. The Assistant Engineer, IMFS, DPIU Thatta.
3. Office file


(SHAHARYAR AKHTER KAZI)
PROJECT MANAGER IMFS



MEHBOOB ALAM SHAH Government contractor

(Proprietor)

Form of Bid
Letter of Offer

Bid Reference No.004

Rehabilitation / Reconditioning of Road From
Gharo-Joho Road Mile 4/2/10/6=(10.40Kms)
Taluka Ghorabhari , District Thatta

To,

The Project Manager IMFS
Sindh Coastal Development Authority
1st Floor PIDC House M.T Khan Road
Karachi

- 1) Having examined the bidding documents including instructions to bidder, Bidding Data conditions of contract, contract data, specifications , Drawing if any schedule of Price and Addenda Nos NIL for the execution of the above named works, we the undersigned , being A company doing business under the Name of And Address M/s Mehboob Alam Shah Address 32/2 31st Street Khy-e-Mujahid Phase 5 Karachi Pakistan and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such work and remedy any defects there in inconformity with the said documents including Addenda there to for the total Bid of Rs 19,437,647 (Rupees Nineteen Million Four Hundred Thirty Seven Thousand Six Hundred and Forty Seven). Which Is 1.01% Below the schedule of price or such Other sum as many be as ascertained in accordance with the said documents.
- 2) We understand that all the schedule attached hereto form part of this bill.
- 3) As security for due performance of the undertaking and obligation of this bid we submit here with the bid security in the amount of Rs 400,300 2.06 % of Bid Price drawn in your favor or made payable to you and valid for a period of 15 (fifteen) days beyond the period of validity of bid
- 4) We undertake, if our bid is accepted to commence the work and to deliver and complete the work comprised in the contract within the time stated in contract data.
- 5) We agree to abide by this bid for the period of 45 days from the data fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6) Unless and Untill a formal agreement is prepared and executed this bis together with your written acceptance thereof, shall constitute a binding contract between us.
- 7) We undertake if our bid is accepted to execute the performance security referred to in conditions of contract for the due performance of contract.

Mehboob Alam Shah
Government Contractor

Proprietor



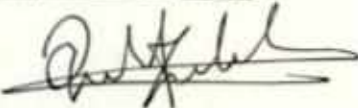
MEHBOOB ALAM SHAH Government contractor

(Proprietor)

8) We understand that you are not bound to accept the lowest or any bid you may receive.

9) We do hereby declare that the bid is made without any collusion and comparison of figures or arrangement with any other person or persons making the bid for the work.

Dated this 12 Day of March, 2015

Signature : 


In the capacity of Proprietor duly authorized to sign bid for and on behalf of
Mehboob Alam Shah
(Name of Bidder In Block Capital)

(Seal)

Address : 32/2 31st street Khy-e-Mujahid DHA Ph 5 Karachi, Pakistan

Mehboob Alam Shah
Government Contractor
Proprietor

Witness

(Signature) 

Name : Mehmoos Alam Shah Bukhari

Address : 32/2 31st street Khy-e-Mujahid DHA Ph 5 Karachi, Pakistan



CONDITIONS OF CONTRACT



Mehboob Alam Shah
Government Contractor
Proprietor



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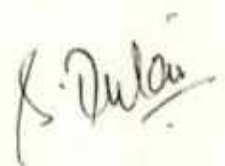
CONDITIONS OF CONTRACT

Clause No.	Description	Page No.
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Mehboob Alam Shah
Government Contractor

Proprietor



CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 "Procuring Agency" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.


Mehboob Alam Shah
Government Contractor

Proprietor

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.


Mehboob Alam Shah
Government Contractor

Proprietor

S. Dulai

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

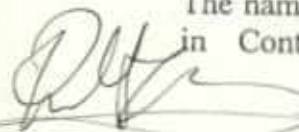
3. **PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

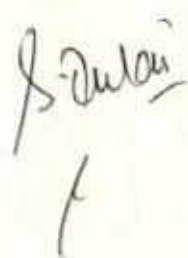
3.2 **Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the



Mehboob Alam Shah
Government Contractor

Proprietor



Engineer/Procuring Agency, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be unreasonable withheld by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's Order / Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

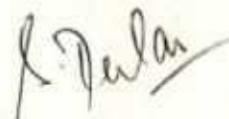
The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under



Mehboob Alam Shah
Government Contractor
Proprietor



The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

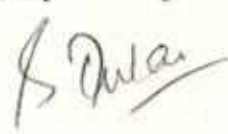
6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.


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7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall

proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

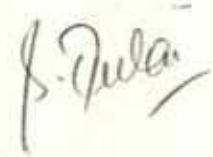


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9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency,



repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.



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10.3 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT



11.1 (a) Terms of Payments

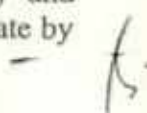
The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;



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Provided that the Interim Payment shall be caused in Thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days, the Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.



(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject

to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

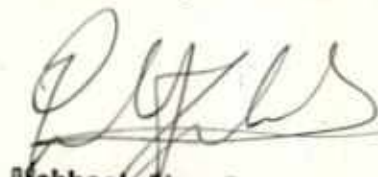
Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.



12. DEFAULT



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12.1 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.


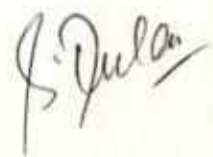
If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

-  a) any sums to which the Contractor is entitled under Sub-Clause 10.4, 
b) any sums to which the Procuring Agency is entitled,

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c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the

Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilise the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract


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Proprietor


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Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Procuring Agency shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.


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15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 **INTEGRITY PACT**

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

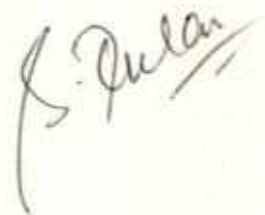
(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.


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CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

1.1.3 Procuring Agency's Drawings,

1. Linear Plan of Improvement / Repair of Eroded Edges of Road
2. Typical Cross Section
3. Lead Plan

1.1.4 The Procuring Agency means

Sindh Coastal Development Authority

1.1.5 The Contractor means

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1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion 180 days.

1.1.20 Engineer

Project Manager IMFS, Sindh Coastal Development Authority

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

2.1 Provision of Site: On the Commencement Date

3.1 Authorized person: Project Manager IMFS through Assistant Engineer DPIU Thatta & Badin

3.2 Name and address of Engineer's/Procuring Agency's representative

Sheeraz Ahmed Soomro, Assistant Engineer IMFS DPIU Thatta /
Sindh Coastal Development Authority



Bungalow No.B-277, Behind Union Council
Hashimabad Society Makli Thatta.

4.4 **Performance Security:**

Amount : 10 % of the Bid Amount
Validity : 180 + 90 days = 270 days

7.2 **Programme:**

Time for submission: Within fourteen (14) days of the Commencement Date.

Form of programme: Bar Chart

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

9.1 **Period for remedying defects**

3 months (90 days)

11.1 **Terms of Payments**

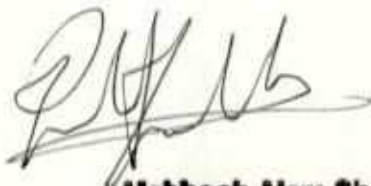
Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

- (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
- (ii) value of secured advance on the materials and valuation of variations (if any).
- (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.3 **Percentage of retention:** Zero Percentage (0%)


11.6 **Currency of payment:** Pak. Rupees

15.3 **Arbitration:** Place of Arbitration: Karachi



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**REHABILITATION / RECONDITIONING OF ROAD FROM GARHO-
JOHO ROAD MILE 4/2-10/6 = 10.40 KMS
SCHEDULE OF PRICES / BILL OF QUANTITIES**

S.No.	Description	Unit	QTY	Unit Rate (PKR)	Total Amount (PKR)
PART A – ROAD WORKS					
1	Laying on Brick on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt Bricks excavation for laying edging with small size parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	%RFT	32630	3084.03/-	1006318/-
2	Preparing Base Course by supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness to proper camber and grade including supplying and spreading 15 CFT screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achieve 100% density as per modified AASHO specifications. (Rate includes providing & using Templates, screen, forms as directed). Rate includes all cost of materials, labour, T&P and carriage up to 3 chains.	%CFT	102600	9055.31/-	9290748/-
3	Providing Three Coats of surface dressing on new or existing surface with (40 + 25 + 14 = 79 Lbs) Bitumen of 80/100 penetration 5.50 + 2.75 + 1.50 = 9.75 Cft, crush Bajri of 3/8" – 3/4" gauge including cleaning the road surface rolling after each Coat etc complete. Rate includes all costs of materials, T&P & carriage up to site of work.	%SFT	195782	4054.44/-	7937863/-
4	Earth Work for road embankment by Bulldozers including ploughing, mixing cold breaking, dressing & compacting with optimum moisture contents lead upto 100'ft & lift up to 5' ft in all type of soil except rock.	%CFT	316148	2186.07/-	691121/-
Total Part A					18926052/-

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S.#	Description	Unit	QTY	Unit Rate (PKR)	Total Amount (PKR)
PART B – MASONRY WORK					
1	Excavation in foundation of building bridges and other structure i/c degbelling dressing refilling around the structure with excavated earth watering and ramming lead up to one chain and lift up to 5' ft (in ordinary Soil).	% CFT	1146	3144.17/=	36031/=
2	Cement concrete brick or stone ballast 1 1/2" to 2" gauge ratio 1:4:8.	% CFT	257	9321.18/=	239551/=
3	Course Rubble masonry including hammer dressing 1:4 in plinth and foundation (in cement sand mortar)	% CFT	553	26761.93	1479931/=
4	Cement concrete plain including placing compacting finishing and curing etc, complete (including screening & washing of stone aggregate without shuttering). Ratio: 1:2:4.	% CFT	131	14283.51	187111/=
5	Fabrication of mild steel reinforcement for cement concrete including bending cutting laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars.	CWT	5.34	4771.52/=	25480/=
6	R.C.C work including all labor & material except the cost of steel reinforcement and its labor for binding and kinds of forms molds lifting shuttering curing rendering and finishing the exposed surface including screening & washing of shingle R.C.C. work in roof slab, beams, columns, rafts, lintels and other structure main bars in position complete in all respect, Ratio: 1:2:4	CFT	79	333.61/=	263541/=
7	Erection and removal of centering for RCC or plain cement concrete works of deadar wood (2nd class) for partial wood (ii) vertical	% SFT	83	6929.31/=	57511/=
8	Cement pointing raised on stone work in cement mortar Ratio: 1:3.	% SFT	227	1740.32/=	39501/=
Total (to be carried to Summary of Bid Price)				Total Part B	5115991/=
Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.					

Total Part A – Road Works = 18926052/=

Total Part B – Masonry Works = 5115991/=

Below 1.01% Grand Total = 19437647/=

R. P. Khan

Mehnoob Alam Shah

Mehnoob Alam Shah
Government Engineer

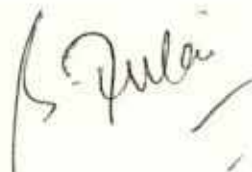
SCHEDULE OF PRICES – SUMMARY OF BID PRICES

S #	Description	Total Amount (Rs)
	Part A – Road Works	
1.	Brick on End Edging	1006318/=
2.	Base Course	9290748/=
3.	Tripple Surface Treatment	7937863/=
4.	Earth Work (Formation & Berm)	691121/=
	Part B – Masonry Works	
1.	3'ft Span RCC Slab Culverts @ Rs. 255799/= x 2 culverts	511599/=



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SPECIFICATIONS



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SPECIFICATIONS

S.No.	Description	Unit	QTY
	PART A – ROAD WORKS		
1	Laying on Brick on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt Bricks excavation for laying edging with small size parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	%RFT	32630
2	Preparing Base Course by supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness to proper camber and grade including supplying and spreading 15 CFT screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achieve 100% density as per modified AASHO specifications. (Rate includes providing & using Templates, screen, forms as directed). Rate includes all cost of materials, labour, T&P and carriage up to 3 chains.	%CFT	102600
3	Providing Three Coats of surface dressing on new or existing surface with (40 + 25 + 14 = 79 Lbs) Bitumen of 80/100 penetration 5.50 + 2.75 + 1.50 = 9.75 Cft, crush Bajri of 3/8" – 3/4" gauge including cleaning the road surface rolling after each Coat etc complete. Rate includes all costs of materials, T&P & carriage up to site of work.	%SFT	195782
4	Earth Work for road embankment by Bulldozers including ploughing, mixing cold breaking, dressing & compacting with optimum moisture contents lead upto 100'ft & lift up to 5' ft in all type of soil except rock.	%CFT	316148



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Proprietor:



S #	Description	Unit	QTY
	PART B – MASONRY WORK		
1	Excavation in foundation of building bridges and other structure i/c degbelling dressing refilling around the structure with excavated earth watering and ramming lead up to one chain and lift up to 5' ft (in ordinary Soil).	% CFT	1146
2	Cement concrete brick or stone ballast 1 ½" to 2" gauge ratio 1:4:8.	% CFT	257
3	Course Rubble masonry including hammer dressing 1:4 in plinth and foundation (in cement sand mortar)	% CFT	553
4	Cement concrete plain including placing compacting finishing and curing etc. complete (including screening & washing of stone aggregate without shuttering). Ratio: 1:2:4.	% CFT	131
5	Fabrication of mild steel reinforcement for cement concrete including bending cutting laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars.	CWT	5.34
6	R.C.C work including all labor & material except the cost of steel reinforcement and its labor for binding and kinds of forms molds lifting shuttering curing rendering and finishing the exposed surface including screening & washing of shingle R.C.C. work in roof slab, beams, columns, rafts, lintels and other structure main bars in position complete in all respect, Ratio: 1:2:4	CFT	79
7	Erection and removal of centering for RCC or plain cement concrete works of deadar wood (2nd class) for partal wood (ii) vertical	% SFT	83
8	Cement pointing raised on stone work in cement mortar Ratio: 1:3.	% SFT	227



Mehboob Alam Shah
Government Contractor

Proprietor



DRAWINGS



Mehboob Alam Shah
Government Contractor

Proprietor



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Mehboob Alam Shah
Government Contractor
Proprietor

LINEAR PLAN OF IMPROVEMENT/REPAIR OF TANKS-JOLHOWD
m/c 4/2 - / = (km)

REFERENCES:
1. Pocket Maps : S.O. 850
2. Existing Plans : S.O. 850
3. Existing Plans : S.O. 850

Etched Edges of Road.

SHOULDER

SHOULDER

15 FT

15 FT

15 FT

15 FT

15 FT

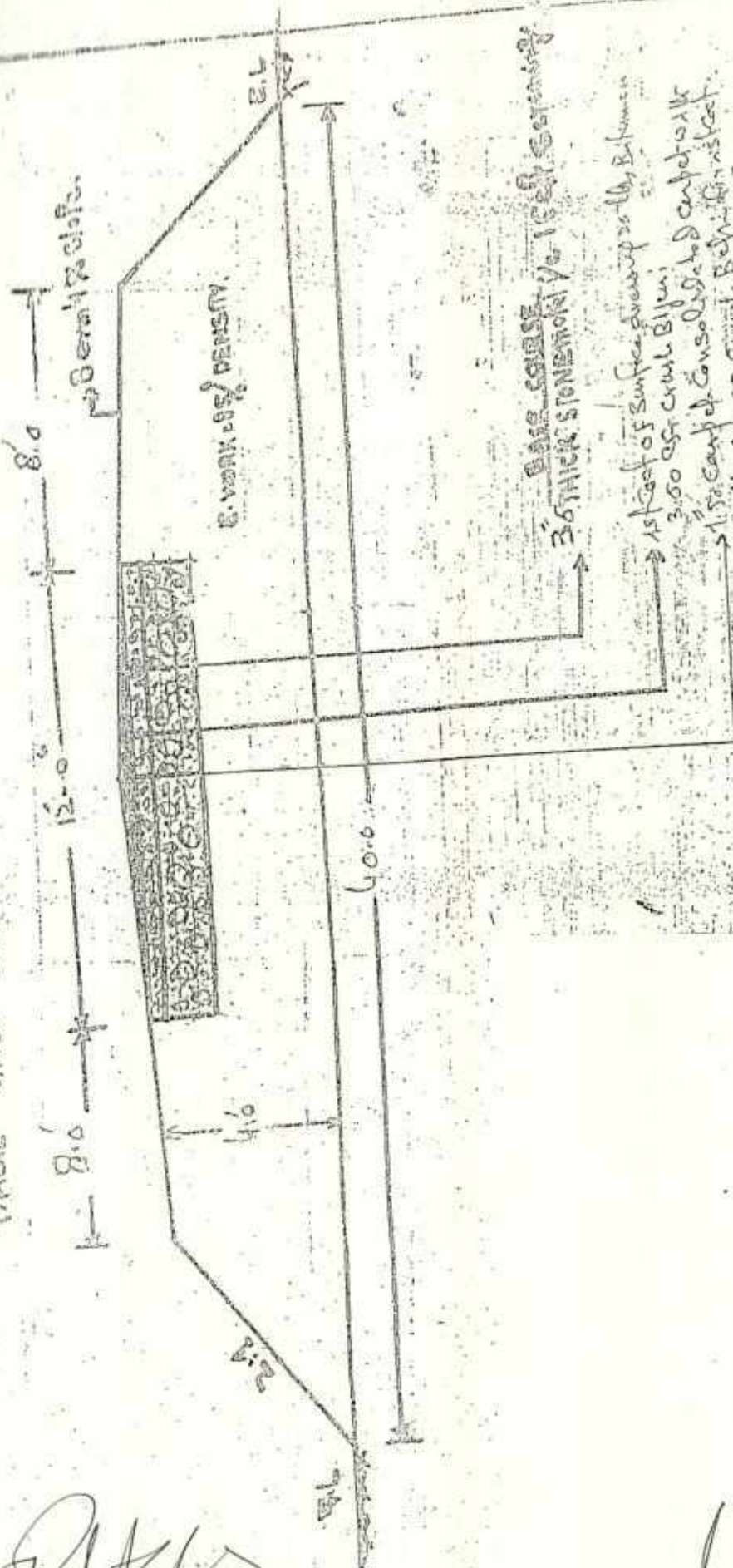
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15 FT



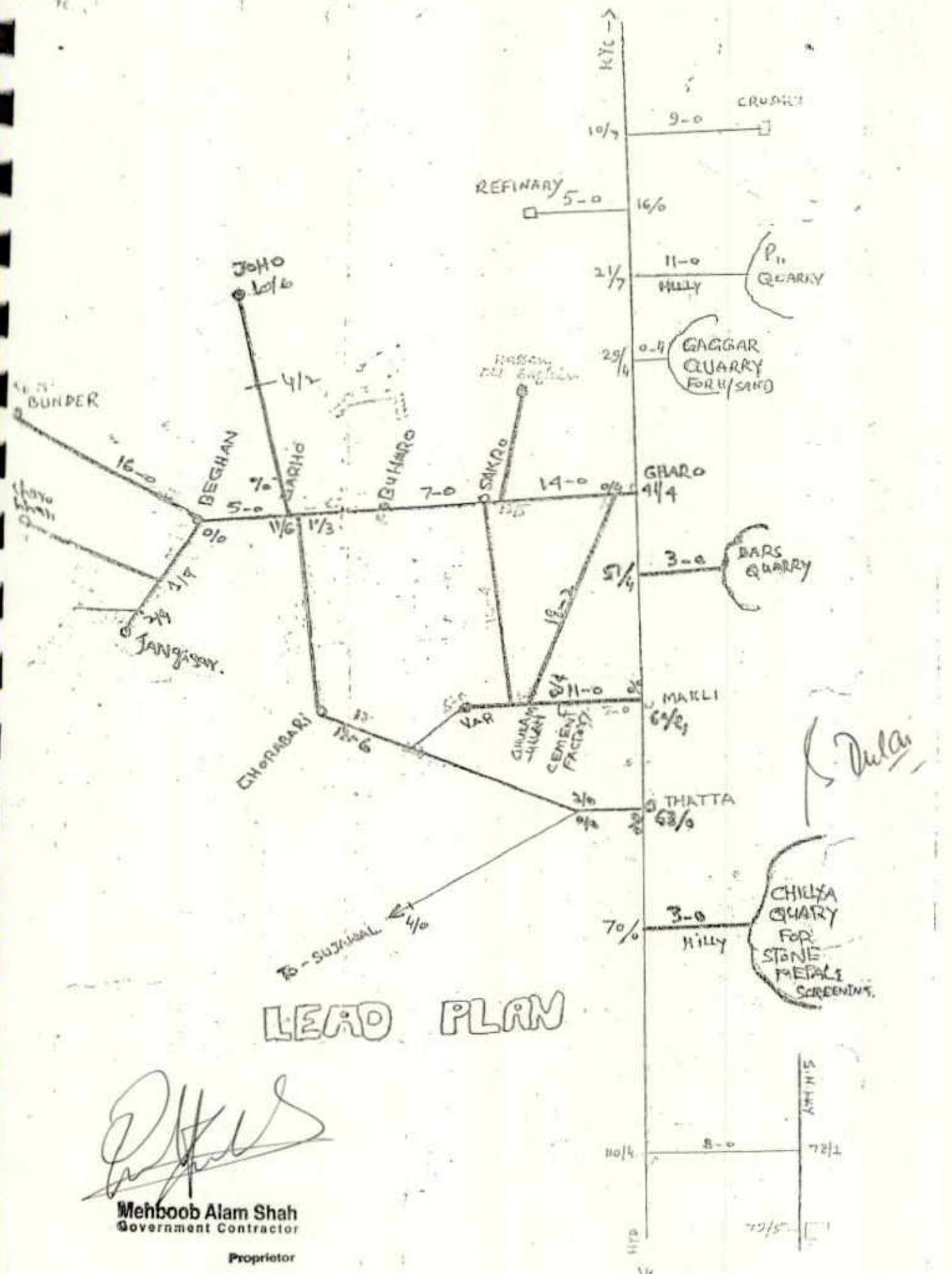
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TYPICAL CROSS SECTION.



Mehboob Alam Shah
Government Contractor

Proprietor



LEAD PLAN

Mehboob Alam Shah

Mehboob Alam Shah
Government Contractor

Proprietor

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. Sindh Coastal Development Authority
- 2) PROVINCIAL / LOCAL GOVT / OTHER Provincial
- 3) TITLE OF CONTRACT Rehabilitation / Reconditioning of Road from Garho - Joho Road
Mile 4/2 - 10/6 = 10.40 kms Taluka Ghorabhari, District Thatta.
- 4) TENDER NUMBER 004
- 5) BRIEF DESCRIPTION OF CONTRACT Rehabilitation / Reconditioning of Road from Garho - Joho
Road Mile 4/2 - 10/6 = 10.40 kms
- 6) FORUM THAT APPROVED THE SCHEME Procurement Committee
- 7) TENDER ESTIMATED VALUE 19.635
- 8) ENGINEER'S ESTIMATE
(For civil works only) 20.016
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 6 Months
- 10) TENDER OPENED ON (DATE & TIME) 12-03-2015
- 11) NUMBER OF TENDER DOCUMENTS SOLD 6 (Pre-qualified Contractors)
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 3
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3
- 14) BID EVALUATION REPORT
(Enclose a copy) Copy of Bid Evaluation Report is enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Mehboob Alam Shah,
H.# 222, St.# 31, Khayaban e Mujahid
DHA, Phase# 5 Karachi.
- 16) CONTRACT AWARD PRICE 19.437 Million
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1st Lowest

18) METHOD OF PROCUREMENT USED :- (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE Domestic / Local Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE _____

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

Director General

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Sindh Coastal Development Authority

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

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

21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	26-02-2014, Tender Archives at Serial No. 22967.
No	

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

Yes	
No	(Pre-qualified to PA)

22) NATURE OF CONTRACT

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

23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

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

24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

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

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

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

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?

(Attach copy of the bid evaluation report)

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



BID EVALUATION REPORT

REHABILITATION / RECONDITIONING OF ROAD

FROM

**GARHO-JOHO ROAD MILE 4/2-10/6 = 10.4 kms
TALUKA GHORABARI, DISTRICT THATTA**

UNDER PROJECT

**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS
& REHABILITATION OF FLOOD AFFECTED AREAS IN
COASTAL AREAS OF THATTA & BADIN**

(MARCH - 2015)

**SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH**

PIDC House, 1st Floor, M.T. Khan Road, Karachi.
Phone: 021-99204660 - 35681318 Fax: 021-99204654

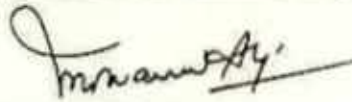
**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENT'S AND REHABILITATION OF
FLOOD AFFECTED AREAS IN COASTAL AREAS OF THATTA & BADIN DISTRICTS**

Bid Evaluation Report

- 1 Name of Procuring Agency: Sindh Coastal Development Authority
- 2 Tender Reference No: 004
- 3 Tender Description / Name of Work / Item: Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari District Thatta
- 4 Method of Procurement: N C B
- 5 Tender Published: SPPRA Website at Serial No. 22967 dated 26-02-2015
- 6 Total Bid Documents Sold: 6
- 7 Total Bids Received: 3
- 8 Technical Bid Opening Date: NA
- 9 No. of Bid Technically Qualified: NA
- 10 Bid(s) Rejected: Nil
- 11 Financial Bid Opening Date: 12/Mar/2015

12 Bid Evaluation Report

S. No.	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. Mehboob Alam Shah	19,437,647	1	Below 1.01%	Lowest	Accepted
2	M/s. Meesam Construction Company	19,832,328	2	Above 1 %	2nd Lowest	Rejected
3	M/s. Muntaz Ali Memon	20,028,688	3	Above 2 %	3rd Lowest	Rejected



Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department



Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS



Mehboob Alam Shah
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS

Bid Opening Checklist

Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari District Thatta


S.No	ITEM	Name of Bidders		
		M/s. Mehboob Alam Shah	M/s. Mumtaz Ali Memon	M/s. Meesam Construction Company
1	Is Envelope Sealed ?	Yes	Yes	Yes
2	Required Amount of Bid Security	Yes	Yes	Yes
3	Required Bid Validity Period	Yes	Yes	Yes
4	Authority of signing	Yes	Yes	Yes
5	Alternate Bid if any	No	No	No
6	Withdrawal,	No	No	No
7	Substitution or Modifications, if any	No	No	No
8	Any discounts (if any)	No	No	No
9	Price Read Out	Yes	Yes	Yes
10	Form of Tender signed or not	Yes	Yes	Yes
11	Other Documents attached (PEC valid Registration in required discipline and category)	Yes	Yes	Yes
12	Any other detail			


Muhammad Ali Memon

Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department




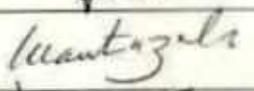

Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS



Mehfooz Memon
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS

ATTENDENCE SHEET

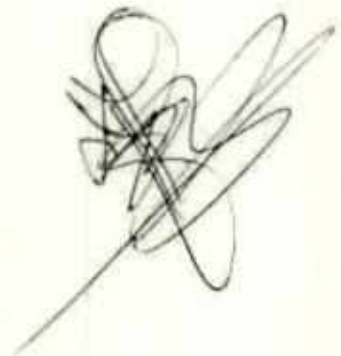
Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka
Ghorabari District Thatta

BID OPENING 12-03-2015 AT 01:00 PM

S. No.	Name of Firm / Bidder	Representative Name	Signature
1	Mehboob Alam Shah	Mehboob Alam Shah	
2	Mumtaz Memon	Mumtaz Ali Memon	
3	Meesam Construction Company	B. Zehid Ali	
4			
5			
6			
7			
8			
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11			
12			






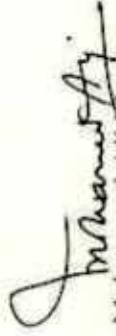





BID OPENING SHEET

**Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari
District Thatta**

S. No.	Name of Firm / Bidder	Total Amount of the Bid	Amount of call Deposit with name of Bank	Signature
1	M/s. Mehboob Alam Shah	19,437,647	400,300 NBP	
2	M/s. Meesam Construction Company	19,832,328	400,300 Bank of Khyber	
3	M/s. Mumtaz Ali Memon	20,028,688	400,000 MCB	


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department

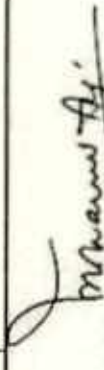

Mehfooz Akhtar
Senior Infrastructure Engineer
Member / Secretary,
Procurement Committee IMFS


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS


Financial Proposals After Correction

Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari District Thatta

S. No. (a)	Firm / Bidder (b)	Pay Order Amount & Bank (c)	Quoted Bid Cost (d)	Arithmetically Corrected Cost (e)	Discount Amount / Percentage (f)	Corrected Bid Cost (g)= e - f
1	M/s. Mehboob Alam Shah	400,300 NBP	19,437,647	-	-	19,437,647
2	M/s. Meesam Construction Company	400,300 Khyber Bank	19,832,328	-	-	19,832,328
3	M/s. Mumtaz Memon	400,000 MCB	20,028,688	-	-	20,028,688


Muhammad Ali Memon

Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department

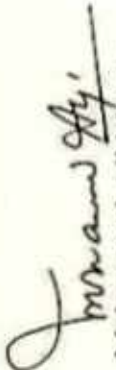

Mehfooz
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS




Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

**Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari
District Thatta**

S. No.	Firm / Bidder's Name	Financial Tender Cost	Comparison with Engineering Estimate	Remarks and Recommendations	Ranking
1	M/s. Mehboob Alam Shah	19,437,647	Below 1.01%	Accepted	1
2	M/s. Meezam Construction Company	19,832,328	Above 1 %	Rejected	2
3	M/s. Mumtaz Ali Memon	20,028,688	Above 2 %	Rejected	3

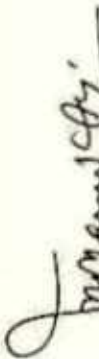

Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


~~Mehfooz Memon~~
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS



Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

Cost Comparison and Recommendations
Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari
District Thatta

S. No.	Firm / Bidder's Name	Financial Tender Cost	Comparison with Engineering Estimate	Remarks and Recommendations	Ranking
1	M/s. Mehboob Alam Shah	19,437,647	Below 1.01%	Accepted	1
2	M/s. Meesam Construction Company	19,832,328	Above 1 %	Rejected	2
3	M/s. Mumtaz Ali Memon	20,028,688	Above 2 %	Rejected	3


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


Mehfooz Khan
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS



GOVERNMENT OF SINDH
SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING & DEVELOPMENT DEPARTMENT,
1st FLOOR, PIDC HOUSE, M.T. KHAN ROAD
KARACHI-75530
Tel: 99204660, 35681318



Karachi dated: 4th March 2015

Notification

In partial modification of this Authority's Notification of even number dated 05-03-2014. The Director General Sindh Coastal Development Authority is pleased to re-constitute a Procurement Committee for the Procurement of Civil Works under the Project Titled "Improvement of Major Fishermen's Settlements and Rehabilitation of Disaster Affected Areas in Coastal Areas of Thatta & Badin" with the following composition:

- | | |
|---|-------------------|
| • Mr. Shaharyar Akhtar Kazi
Project Manager
IMFS-SCDA | Chairman |
| • Mr. Muhammad Ali Memon
Section Officer (Technical) Highways
Representative of Works & Services Department | Member |
| • Mr. Mehfooz Memon
Senior Infrastructure Engineer
IMFS-SCDA | Member/ Secretary |

ToRs

- (1) Preparing bidding documents; (2) Carrying out technical as well as financial evaluation of the bids; (3) Preparing evaluation report as provided in Rule 45; (4) Making recommendations for the award of contract to the competent authority; and (5) Perform any other function ancillary and incidental to the above."
- The Committee will review and evaluate the bids/tenders of Contractors as per SPP Rules 2010.

(BAQAULLAH UNAR)
DIRECTOR GENERAL

Karachi, Dated: 4th March 2015

No. SCDA/Notification/IMFS/2014/ 9/2

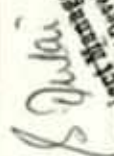
C.c. to:-

- The PS to Additional Chief Secretary Development P&D Department Govt. of Sindh.
- The Secretary Works & Services Department, Government of Sindh
- The P.S to D.G, Sindh Coastal Development Authority, Govt. of Sindh, Karachi.
- The Manager (CB), Sindh Public Procurement Regulatory Authority
- All Members of the Committee.

(MUHAMMAD ASHRAF SAHTO)
DEPUTY DIRECTOR (ADMN)

**ANNUAL PROCUREMENT PLAN FOR THE FINANCIAL YEAR 2014-15
IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS AND REHABILITATION
OF FLOOD AFFECTED AREAS IN COASTAL AREAS OF THATTA & BADIN DISTRICTS
SINDH COASTAL DEVELOPMENT AUTHORITY**

S.#	Description of Procurement	Estimated Total Cost in Million	Funds Allocated	Source of Funds (ADP / Non ADP)	Proposed Procurement Method	Procurement Timing			
						1st Qtr From Jul 2014 to Sep 2014	2nd Qtr From Oct 2014 to Dec 2014	3rd Qtr From Jan 2015 to Mar 2015	4th Qtr From Apr 2015 to Jun 2015
			Block Allocation						
1	Rehabilitation / Reconditioning of road from Chak No 34/35 Oil Field road to Chak No. 30mile 0/0-3/0 = 4.80 KMS Taluka S.F. Rahu District Badin	21.867		ADP	NCB through pre-qualified contractors	-	-	✓	✓
2	Rehabilitation / Reconditioning of road from Badin Sujawal road mile 19/6 village Rehmatullah Arain Jhole Mori road mile 0/0-3/6 = 6.0 KMS Taluka S.F Rahu District Badin.	26.0942		ADP	NCB through pre-qualified contractors	-	-	✓	✓
3	Rehabilitation / Reconditioning of road from Garho - Joho Road mile 4/2-10/6 = 10.40 KMS Taluka Ghorabari District Thatta	20.015	135.848 m	ADP	NCB through pre-qualified contractors	-	-	✓	✓
4	Construction of Floating Jetty alongwith Community Capacity Building Centre & Flood Safety Elevated Platform at Village Hayat Jat & Usman Jat, Deh Jhor Pator U.C Gharo Taluka Ghorabari District Thatta.	29.136		ADP	NCB through pre-qualified contractors	-	-	✓	✓
5	Construction of Floating Jetty alongwith Community Capacity Building Centre & Flood Safety Elevated Platform at Janigsar Mamo Jat, Rashidabad & LBOO U.C Garho District Thatta	29.136		ADP	NCB through pre-qualified contractors	-	-	✓	✓
6	Reconditioning of Road From Gharo - Sakro Mile 7/2 (LAI) to Darrar Hotel Mile 0/0-1/0 (1.609 KMS)	7.5148		ADP	NCB through pre-qualified contractors	-	-	✓	✓


 Project Manager (M.R.S)
 Sindh Coastal Development Authority
 -Government of Sindh
 -Roads & Development Department



BID EVALUATION REPORT

REHABILITATION / RECONDITIONING OF ROAD

FROM

**CHAK NO: 34 / 35 OIL FIELD ROAD TO CHAK NO: 30
MILE 0/0-3/0=4.80 KMS
TALUKA S.F. RAHU, DISTRICT BADIN**

UNDER PROJECT

**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS
& REHABILITATION OF FLOOD AFFECTED AREAS IN
COASTAL AREAS OF THATTA & BADIN**

(MARCH - 2015)

**SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH**

PIDC House, 1st Floor, M.T. Khan Road, Karachi.
Phone: 021-99204660 - 35681318 Fax: 021-99204654

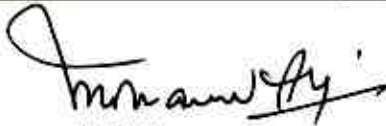
**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENT'S AND REHABILITATION OF
FLOOD AFFECTED AREAS IN COASTAL AREAS OF THATTA & BADIN DISTRICTS**

Bid Evaluation Report

- 1 Name of Procuring Agency: Sindh Coastal Development Authority
- 2 Tender Reference No: 002
- 3 Tender Description / Name of Work / Item: Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80 Kms Taluka S.F. Rahu, District Badin
- 4 Method of Procurement: N C B
- 5 Tender Published: SPPRA Website at Serial No. 22967 dated 26-02-2015
- 6 Total Bid Documents Sold: 5
- 7 Total Bids Received: 3
- 8 Technical Bid Opening Date: NA
- 9 No. of Bid Technically Qualified: NA
- 10 Bid(s) Rejected: Nil
- 11 Financial Bid Opening Date: 12/Mar/2015

12 Bid Evaluation Report

S. No.	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. A.M.KM & Enterprises	21,256,082	1	Below 1.0%	Lowest	Accepted
2	M/s. Al-Riaz Enterprises	21,792,851	2	Above 1.5 %	2nd Lowest	Rejected
3	M/s. Meesam Construction Company	21,900,205	3	Above 2 %	3rd Lowest	Rejected



Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department



Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS



Mehfooz Memon
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS

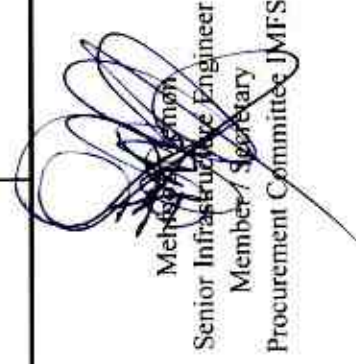
Bid Opening Checklist

Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80 Kms Taluka S.F. Rahu, District Badin

S.No	ITEM	Name of Bidders		
		M/s. A.M.K.M & Enterprises	M/s. Al-Riaz Enterprises	M/s. Meesam Construction Company
1	Is Envelope Sealed ?	Yes	Yes	Yes
2	Required Amount of Bid Security	Yes	Yes	Yes
3	Required Bid Validity Period	Yes	Yes	Yes
4	Authority of signing	Yes	Yes	Yes
5	Alternate Bid if any	No	No	No
6	Withdrawal,	No	No	No
7	Substitution or Modifications, if any	No	No	No
8	Any discounts (if any)	No	No	No
9	Price Read Out	Yes	Yes	Yes
10	Form of Tender signed or not	Yes	Yes	Yes
11	Other Documents attached (PEC valid Registration in required discipline and category)	Yes	Yes	Yes
12	Any other detail			


Muhammad Ali Memon

Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


Mehsoob Memon
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS



Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

ATTENDENCE SHEET

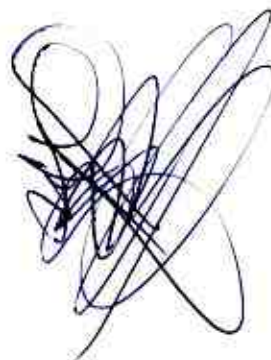
**Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 =
4.80 Kms Taluka S.F. Rahu, District Badin**

BID OPENING 12-03-2015 AT 01:00 PM

S. No.	Name of Firm / Bidder	Reresentative Name	Signature
1	M/s. A.M.KM & Enterprises	M. Dawood	
2	M/s. Al-Riaz Enterprises	A. Umar	
3	M/s. Meesam Construction Company	S. Z. Khalid & Associates	
●			
5			
6			
7			
8			
9			
10			
●			
12			











BID OPENING SHEET

**Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80
Kms Taluka S.F. Rahu, District Badin**

S. No.	Name of Firm / Bidder	Total Amount of the Bid	Amount of call Deposit with name of Bank	Signature
1	M/s. A.M.KM & Enterprises	21,256,082	437,340 Bank of Khyber	
2	M/s. Al-Riaz Enterprises	21,792,851	43,500 MCB	
3	M/s. Meesam Construction Company	21,900,205	521,884 Bank of Khyber.	


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department

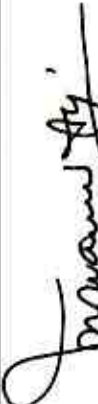

Mehfooz Khan
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS



Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS


Financial Proposals After Correction

**Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80 Kms Taluka S.F.
Rahu, District Badin**

S. No. (a)	Firm / Bidder (b)	Pay Order Amount & Bank (c)	Quoted Bid Cost (d)	Arithmetically Corrected Cost (e)	Discount Amount / Percentage (f)	Corrected Bid Cost (g)= e - f
1	M/s. A.M.KM & Enterprises	437,340 Khyber Bank	21,256,082	-	-	21,256,082
2	M/s. Al-Riaz Enterprises	435,000 MCB	21,792,851	-	-	21,792,851
3	M/s. Meesam Construction Company	521,884 Khyber Bank	21,900,205	-	-	21,900,205


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department



Member Secretary
Senior Infrastructure Engineer
Member Secretary
Procurement Committee IMFS



Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

Cost Comparison and Recommendations

**Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80
Kms Taluka S.F. Rahu, District Badin**

S. No.	Firm / Bidder's Name	Financial Tender Cost	Comparison with Engineering Estimate	Remarks and Recommendations	Ranking
1	M/s. A.M.KM & Enterprises	21,256,082	Below 1.0%	Accepted	1
2	M/s. Al-Riaz Enterprises	21,792,851	Above 1.5 %	Rejected	2
3	M/s. Meesam Construction Company	21,900,205	Above 2 %	Rejected	3


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


Mehfooz Memon
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS



Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS



BID EVALUATION REPORT

REHABILITATION / RECONDITIONING OF ROAD

FROM

**BADIN SUJAWAL ROAD @ MILE 19/6 TO VILLAGE
REHMATULLAH ARAIN JHOLE MORI MILE 0/0 – 3/6 = 6.0 kms
TALUKA S.F. RAHU, DISTRICT BADIN**

UNDER PROJECT

**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS
& REHABILITATION OF FLOOD AFFECTED AREAS IN
COASTAL AREAS OF THATTA & BADIN**

(MARCH - 2015)

**SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH**

PIDC House, 1st Floor, M.T. Khan Road, Karachi.
Phone: 021-99204660 - 35681318 Fax: 021-99204654

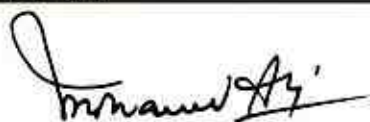
**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENT'S AND REHABILITATION OF
FLOOD AFFECTED AREAS IN COASTAL AREAS OF THATTA & BADIN DISTRICTS**

Bid Evaluation Report

- 1 Name of Procuring Agency: Sindh Coastal Development Authority
- 2 Tender Reference No: 003
- 3 Tender Description / Name of Work / Item: Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole Mori Mile 0/0 – 3/6 = (6.0kms) Taluka S.F. Rahu District Badin
- 4 Method of Procurement: N C B
- 5 Tender Published: SPPRA Website at Serial No. 22967 dated 26-02-2015
- 6 Total Bid Documents Sold: 5
- 7 Total Bids Received: 3
- 8 Technical Bid Opening Date: NA
- 9 No. of Bid Technically Qualified: NA
- 10 Bid(s) Rejected: Nil
- 11 Financial Bid Opening Date: 12/Mar/2015

12 Bid Evaluation Report

S. No.	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. A.M.KM & Enterprises	25,426,150	1	Below 1.0%	Lowest	Accepted
2	M/s. Al-Riaz Enterprises	26,068,225	2	Above 1.5 %	2nd Lowest	Rejected
3	M/s. Meesam Construction Company	26,196,640	3	Above 2 %	3rd Lowest	Rejected



Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department



Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

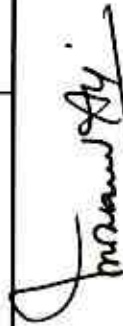


Mehfooz Memon
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS

Bid Opening Checklist

**Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole Mori Mile 0/0
- 3/6 = (6.0kms) Taluka S.F. Rahu District Badin**

S.No	ITEM	Name of Bidders		
		M/s. A.M.KM & Enterprises	M/s. Al-Riaz Enterprises	M/s. Meezam Construction Company
1	Is Envelope Sealed ?	Yes	Yes	Yes
2	Required Amount of Bid Security	Yes	Yes	Yes
3	Required Bid Validity Period	Yes	Yes	Yes
4	Authority of signing	Yes	Yes	Yes
5	Alternate Bid if any	No	No	No
6	Withdrawal,	No	No	No
7	Substitution or Modifications, if any	No	No	No
8	Any discounts (if any)	No	No	No
9	Price Read Out	Yes	Yes	Yes
10	Form of Tender signed or not	Yes	Yes	Yes
11	Other Documents attached (PEC valid Registration in required discipline and category)	Yes	Yes	Yes
12	Any other detail			



Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


Mehfooz Mehmood
Senior Infrastructure Engineer
Member Secretary
Procurement Committee IMFS






Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

ATTENDENCE SHEET

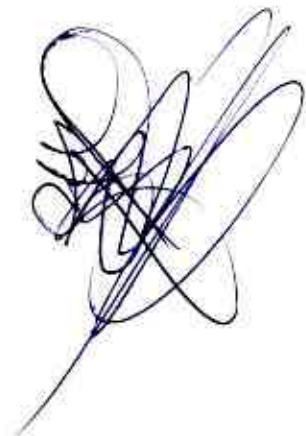
**Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain
Jhole Mori Mile 0/0 – 3/6 = (6.0kms) Taluka S.F. Rahu District Badin**

BID OPENING 12-03-2015 AT 01:00 PM

S. No.	Name of Firm / Bidder	Reresentative Name	Signature
1	M/s. A.M.KM & Enterprises	M. Dawood	
2	M/s. Al-Riaz Enterprises	G. Umar -	
3	M/s. Meesam Construction Company	Zahid Hussain	
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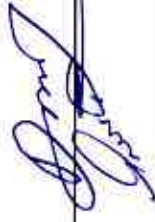







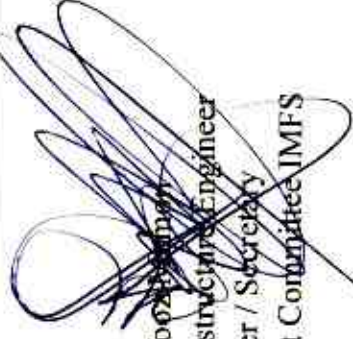


BID OPENING SHEET

**Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole
Mori Mile 0/0 - 3/6 = (6.0kms) Taluka S.F. Rahu District Badin**

S. No.	Name of Firm / Bidder	Total Amount of the Bid	Amount of call Deposit with name of Bank	Signature
1	M/s. A.M.KM & Enterprises	25,426,150	600,000 UBL	
2	M/s. Al-Riaz Enterprises	26,068,225	540,000 MCB	
3	M/s. Meesam Construction Company	26,196,640	600,000 Sindh Bank.	


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department



~~Mehfooz Akhtar~~
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

Financial Proposals After Correction

**Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole Mori Mile 0/0 –
3/6 = (6.0kms) Taluka S.F. Rahu District Badin**

S. No. (a)	Firm / Bidder (b)	Pay Order Amount & Bank (c)	Quoted Bid Cost (d)	Arithmetically Corrected Cost (e)	Discount Amount / Percentage (f)	Corrected Bid Cost (g)= e - f
1	M/s. A.M.KM & Enterprises	600,000 UBL	25,426,150	-	-	25,426,150
2	M/s. Al-Riaz Enterprises	540,000 MCB	26,068,225	-	-	26,068,225
3	M/s. Meesam Construction Company	600,000 Sindh Bank	26,196,640	-	-	26,196,640


 Muhammad Ali Memon
 Section Officer (Technical) Highways
 Member Procurement Committee IMFS
 Works & Services Department


 Mehfooz Khan
 Senior Infrastructure Engineer
 Member / Secretary
 Procurement Committee IMFS


 Shaharyar Akhtar Kazi
 Project Manager / Chairman
 Procurement Committee IMFS

Cost Comparison and Recommendations


Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole

Mori Mile 0/0 – 3/6 = (6.0kms) Taluka S.F. Rahu District Badin

S. No.	Firm / Bidder's Name	Financial Tender Cost	Comparison with Engineering Estimate	Remarks and Recommendations	Ranking
1	M/s. A.M.KM & Enterprises	25,426,150	Below 1.0%	Accepted (Lowest)	1
2	M/s. Al-Riaz Enterprises	26,068,225	Above 1.5 %	Rejected (2nd Lowest)	2
3	M/s. Meesam Construction Company	26,196,640	Above 2 %	Rejected (3rd Lowest)	3



Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department



Mehfooz Memon
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS



Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS



BID EVALUATION REPORT

REHABILITATION / RECONDITIONING OF ROAD

FROM

**GARHO-JOHO ROAD MILE 4/2-10/6 = 10.4 kms
TALUKA GHORABARI, DISTRICT THATTA**

UNDER PROJECT

**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENTS
& REHABILITATION OF FLOOD AFFECTED AREAS IN
COASTAL AREAS OF THATTA & BADIN**

(MARCH - 2015)

**SINDH COASTAL DEVELOPMENT AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH**

PIDC House, 1st Floor, M.T. Khan Road, Karachi.
Phone: 021-99204660 - 35681318 Fax: 021-99204654

**IMPROVEMENT OF MAJOR FISHERMEN'S SETTLEMENT'S AND REHABILITATION OF
FLOOD AFFECTED AREAS IN COASTAL AREAS OF THATTA & BADIN DISTRICTS**

Bid Evaluation Report


- 1 Name of Procuring Agency: Sindh Coastal Development Authority
- 2 Tender Reference No: 004
- 3 Tender Description / Name of Work / Item: Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari District Thatta
- 4 Method of Procurement: N C B
- 5 Tender Published: SPPRA Website at Serial No. 22967 dated 26-02-2015
- 6 Total Bid Documents Sold: 6
- 7 Total Bids Received: 3
- 8 Technical Bid Opening Date: NA
- 9 No. of Bid Technically Qualified: NA
- 10 Bid(s) Rejected: Nil
- 11 Financial Bid Opening Date: 12/Mar/2015

12 Bid Evaluation Report

S. No.	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. Mehboob Alam Shah	19,437,647	1	Below 1.01%	Lowest	Accepted
2	M/s. Meesam Construction Company	19,832,328	2	Above 1 %	2nd Lowest	Rejected
3	M/s. Mumtaz Ali Memon	20,028,688	3	Above 2 %	3rd Lowest	Rejected


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS


Mehfooz
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS

Bid Opening Checklist

Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari District Thatta

S.No	ITEM	Name of Bidders		
		M/s. Mehboob Alam Shah	M/s. Mumtaz Ali Memon	M/s. Meesam Construction Company
1	Is Envelope Sealed ?	Yes	Yes	Yes
2	Required Amount of Bid Security	Yes	Yes	Yes
3	Required Bid Validity Period	Yes	Yes	Yes
4	Authority of signing	Yes	Yes	Yes
5	Alternate Bid if any	No	No	No
6	Withdrawal,	No	No	No
7	Substitution or Modifications, if any	No	No	No
8	Any discounts (if any)	No	No	No
9	Price Read Out	Yes	Yes	Yes
10	Form of Tender signed or not	Yes	Yes	Yes
11	Other Documents attached (PEC valid Registration in required discipline and category)	Yes	Yes	Yes
12	Any other detail			


Muhammad Ali Memon

Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


Mehfooz Memon

Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS






Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

ATTENDENCE SHEET

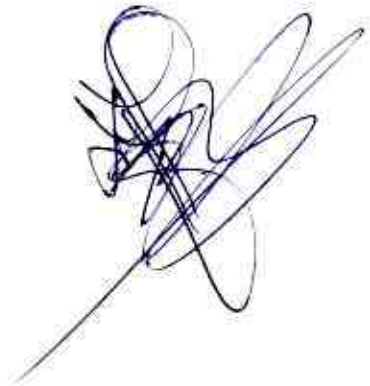
**Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka
Ghorabari District Thatta**

BID OPENING 12-03-2015 AT 01:00 PM

S. No.	Name of Firm / Bidder	Reresentative Name	Signature
1	Mehboob Alam Shah	Mehboob Alam Shah	
2	Mumtaz Memon	Mumtaz Ali Memon	
3	Meesam Construction Company	S. Zehid Ali	
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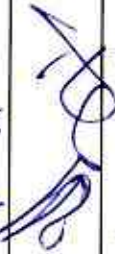







BID OPENING SHEET

**Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari
District Thatta**

S. No.	Name of Firm / Bidder	Total Amount of the Bid	Amount of call Deposit with name of Bank	Signature
1	M/s. Mehboob Alam Shah	19,437,647	400,300 NBP	
2	M/s. Meesam Construction Company	19,832,328	400,300 Bank of Khyber	
3	M/s. Mumtaz Ali Memon	20,028,688	400,000 MCB	


Muhammad Ali Memon

Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


Mehfooz Akhtar

Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS

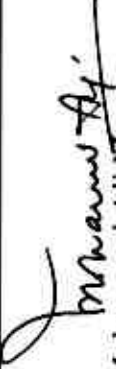


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS


Financial Proposals After Correction

Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari District Thatta

S. No. (a)	Firm / Bidder (b)	Pay Order Amount & Bank (c)	Quoted Bid Cost (d)	Arithmetically Corrected Cost (e)	Discount Amount / Percentage (f)	Corrected Bid Cost (g)= e - f
1	M/s. Mehboob Alam Shah	400,300 NBP	19,437,647	-	-	19,437,647
2	M/s. Meesam Construction Company	400,300 Khyber Bank	19,832,328	-	-	19,832,328
3	M/s. Mumtaz Memon	400,000 MCB	20,028,688	-	-	20,028,688

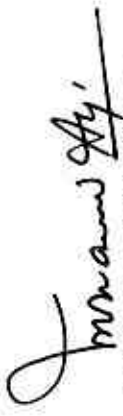

 Muhammad Ali Memon
 Section Officer (Technical) Highways
 Member Procurement Committee IMFS
 Works & Services Department

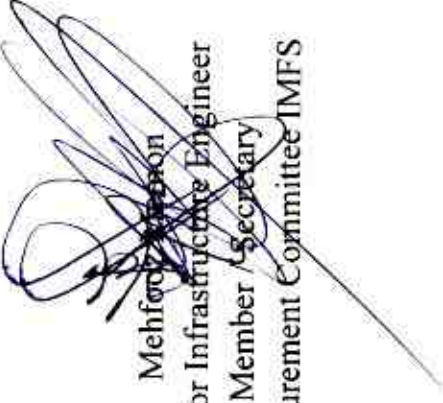

 Mehfooz Nadeem
 Senior Infrastructure Engineer
 Member / Secretary
 Procurement Committee IMFS


 Shaharyar Akhtar Kazi
 Project Manager / Chairman
 Procurement Committee IMFS

Cost Comparison and Recommendations
Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari
District Thatta

S. No.	Firm / Bidder's Name	Financial Tender Cost	Comparison with Engineering Estimate	Remarks and Recommendations	Ranking
1	M/s. Mehboob Alam Shah	19,437,647	Below 1.01%	Accepted	1
2	M/s. Meezam Construction Company	19,832,328	Above 1 %	Rejected	2
3	M/s. Mumtaz Ali Memon	20,028,688	Above 2 %	Rejected	3



 Muhammad Ali Memon
 Section Officer (Technical) Highways
 Member Procurement Committee IMFS
 Works & Services Department


 Mehboob Alam Shah
 Senior Infrastructure Engineer
 Member / Secretary
 Procurement Committee IMFS


 Shaharyar Akhtar Kazi
 Project Manager / Chairman
 Procurement Committee IMFS

Cost Comparison and Recommendations
Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari
District Thatta

S. No.	Firm / Bidder's Name	Financial Tender Cost	Comparison with Engineering Estimate	Remarks and Recommendations	Ranking
1	M/s. Mehboob Alam Shah	19,437,647	Below 1.01%	Accepted	1
2	M/s. Meesam Construction Company	19,832,328	Above 1 %	Rejected	2
3	M/s. Mumtaz Ali Memon	20,028,688	Above 2 %	Rejected	3


Muhammad Ali Memon
Section Officer (Technical) Highways
Member Procurement Committee IMFS
Works & Services Department


Mehfooz Memon
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

FINANCIAL REVIEW


Comparison with Rough Cost Estimate (RCE) (PC-1)


**Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80 Kms Taluka
S.F. Rahu, District Badin**

Provision as per Rough Cost Estimate (RCE)

S. No.	Item	Quantity	Rate	Unit	Amount	Recommended Tender Amount	Difference 8=7-6	Excess/Saving Percentage (%)	Remarks
PART A - ROAD WORKS									
1	Laying on Brick on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt Bricks excavation for laying edging with small size parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	32630	2823.73	% RFT	921,383	912,169	9,214-	-1.0%	
2	Preparing Base Course by supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness to proper camber and grade including supplying and spreading 15 CFT screening & non plastic quarry fines, filling depressions with stone metal after initial rolling including watering and compacting the same as to achieve 100% density as per modified AASHO specifications. (Rate includes providing & using Templates, screen, forms as directed). Rate includes all cost of materials, labour, T&P and carriage up to 3 chains.	107400	9292.25	% CFT	9,979,877	9,880,078	99,799-	-1.0%	
3	Providing Three Coats of surface dressing on new or existing surface with (40 + 25 + 14 = 79 Lbs) Bitumen of 80/100 penetration 5.50 + 2.75 + 1.50 = 9.75 CFT. crush Hagri of 3/8" - 3/4" gauge including cleaning the road surface rolling after each Coat etc complete. Rate includes all costs of materials, T&P & carriage up to site of work.	195782	4146	% SFT	8,117,122	8,035,951	81,171-	-1.0%	
4	Earth Work for road embankment by Bulldozers including ploughing, mixing cold breaking, dressing & compacting with optimum moisture contents lead upto 100' ft & lift up to 5' ft in all type of soil except rock	642452	2208.37	% CFT	1,418,772	1,404,584	14,188-	-1.0%	
PART B - MASONRY WORKS									
1	Excavation in foundation of building bridges and other structure i.e. deepelling dressing refilling around the structure with excavated earth watering and ramming lead up to one chain and lift up to 5' ft. (in ordinary Soil)	1146	3176.25	% CFT	3,640	3,604	36-	-1.0%	
2	Cement concrete brick or stone ballast 1 1/2" to 2" gauge ratio 1:4:8	257	9416.28	% CFT	24,200	23,958	242-	-1.0%	

S. No.	Item	Quantity	Rate	Unit	Amount	Amount	Difference 8=7-6	Excess/Saving Percentage (%)
1		3						
3	Course Rubble masonry including hammer dressing 1:4 in plinth and foundation (in cement sand mortar)	553	27034.98	% CFT	149,503	148,008	1,495-	-1.0%
4	Cement concrete plain including placing compacting finishing and curing etc. complete (including screening & washing of stone aggregate without shuttering). Ratio: 1:2:4.	131	14429.25	% CFT	18,902	18,713	189-	-1.0%
5	Fabrication of mild steel reinforcement for cement concrete including bending cutting laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars.	5.34	4820.2	CWT	25,740	25,482	258-	-1.0%
6	R.C.C work including all labor & material except the cost of steel reinforcement and its labor for binding and kinds of forms molds lifting shuttering curing rendering and finishing the exposed surface including screening & washing of shingle R.C.C. work in roof slab, beams, columns, rafts, jncls and other structure main bars in position complete in all respect. Ratio: 1:2:4	79	337	CFT	26,623	26,357	266-	-1.0%
7	Erection and removal of centering for RCC or plain cement concrete works of deadend wood (2nd class) for parial wood (n) vertical	83	7000	% SFT	5,810	5,752	58-	-1.0%
8	Cement pointing raised on stone work in cement mortar Ratio: 1:3.	227	1758.08	% SFT	3,991	3,951	40-	-1.0%


 Muhammad Ali Memon
 Section Officer (Technical) Highways
 Member Procurement Committee IMFS
 Works & Services Department


 Shaharyar Akhtar Kazi
 Project Manager / Chairman
 Procurement Committee IMFS



 Mehfooz Khan
 Senior Infrastructure Engineer
 Member / Secretary
 Procurement Committee IMFS

FINANCIAL REVIEW

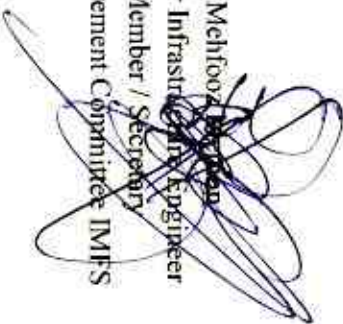
Comparison with Rough Cost Estimate (RCE/PC-1) Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole Mori Mile 0/0 - 3/6 = (6.0kms) Taluka S.F. Rahu District Badin

Provision as per Rough Cost Estimate (RCE)						Recommended Tender	Excess / Saving	Remarks
S. No.	Item	Quantity	Rate	Unit	Amount	Amount	Difference 8-7-6	Excess/Saving Percentage (%)
PART A - ROAD WORKS								
1	Laying on Brick on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt Bricks excavation for laying edging with small size parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	40788	2772	% RFT	1,130,643	1,119,337	11,306-	-1.0%
2	Preparing Base Course by supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness to proper camber and grade including supplying and spreading 15 CFT screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achieve 100% density as per modified AASHO specifications. (Rate includes providing & using Templates, screen, forms as directed). Rate includes all cost of materials, labour, T&P and carriage up to 3 chains.	134200	9051.3	% CFT	12,146,845	12,025,377	121,468-	-1.0%
3	Providing Three Coats of surface dressing on new or existing surface with (40 + 25 + 14 = 79 Lbs) Bitumen of 80/100 penetration 5.50 + 2.75 + 1.50 = 9.75 Cft. crush Bagn of 3/8" - 3/4" gauge including cleaning the road surface rolling after each Coat etc complete. Rate includes all costs of materials, T&P & carriage up to site of work.	244728	4124.5	% SFT	10,093,806	9,992,868	100,938-	-1.0%
4	Earth Work for road embankment by Bulldozers including ploughing, mixing cold breaking, dressing & compacting with optimum moisture contents lead upto 100' ft & lift up to 5' ft in all type of soil except rock.	578730	2208.37	% CFT	1,278,050	1,265,269	12,781-	-1.0%
PART B - MASONRY WORKS								
1	Excavation in foundation of building bridges and other structure i/c de-belling dressing refilling around the structure with excavated earth watering and ramming lead up to one chain and lift up to 5' ft (in ordinary Soil).	1146	3176.25	% CFT	3,640	3,604	36-	-1.0%
2	Cement concrete brick or stone ballast 1 1/2" to 2" gauge ratio 1:4:8	257	9416.28	% CFT	24,200	23,958	242-	-1.0%

S. No.	Item	Quantity	Rate	Unit	Amount	Amount	Difference	Excess/Saving Percentage (%)
1	2	3	4	5	6	7	8=7-6	
3	Course Rubble masonry including hammer dressing 1:4 in plinth and foundation (in cement sand mortar)	553	27034.98	% CFT	149,503	148,008	1,495-	-1.0%
4	Cement concrete plain including placing compacting finishing and curing etc. complete (including screening & washing of stone aggregate without shuttering). Ratio: 1:2:4.	131	14429.25	% CFT	18,902	18,713	189-	-1.0%
5	Fabrication of mild steel reinforcement for cement concrete including bending cutting laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars.	5.34	4820.2	CWT	25,740	25,482	258-	-1.0%
6	R.C.C work including all labor & material except the cost of steel reinforcement and its labor for binding and kinds of forms molds lifting shuttering curing rendering and finishing the exposed surface including screening & washing of shingle R.C.C work in roof slab, beams, columns, rafts, lintels and other structure main bars in position complete in all respect, Ratio: 1:2:4	79	337	CFT	26,623	26,357	266-	-1.0%
7	Erection and removal of centering for RCC or plain cement concrete works of deadend wood (2nd class) for parial wood (ii) vertical	83	7000	% SFT	5,810	5,752	58-	-1.0%
8	Cement pointing raised on stone work in cement mortar Ratio: 1:3	227	1758.08	% SFT	3,991	3,951	40-	-1.0%


 Muhammad Ali Memon
 Section Officer (Technical) Highways
 Member Procurement Committee IMFS
 Works & Services Department


 Shaharyar Akhtar Kazi
 Project Manager / Chairman
 Procurement Committee IMFS



 Mehfooz Bizen
 Senior Infrastructure Engineer
 Member / Secretary
 Procurement Committee IMFS

FINANCIAL REVIEW
Comparison with Rough Cost Estimate (RCE/P-C-1)

Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Chorabari District Thatta

Provision as per Rough Cost Estimate (RCE)							Recommended Tender	Excess / Saving	Remarks
S. No.	Item	Quantity	Rate	Unit	Amount	Amount	Difference 8=7-6	Excess/Saving Percentage (%)	
PART A – ROAD WORKS									
1	Laying on Brick on end edging including supply of 9" x 4 1/2" x 3" 1st class well burnt Bricks excavation for laying edging with small size parallel to the road. Rate includes all costs of materials, labour & carriage to the site of work.	32630	3115.5	% RFT	1,016,588	1,006,333	10,255-	-1.01%	
2	Preparing Base Course by supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness to proper camber and grade including supplying and spreading 15 CFT screening & non plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting the same as to achieve 100% density as per modified AASHTO specifications. (Rate includes providing & using Templates, screen, forms as directed). Rate includes all cost of materials, labour, T&P and carriage up to 3 chains.	102600	9147.7	% CFT	9,385,540	9,290,747	94,793-	-1.01%	
3	Providing Three Coats of surface dressing on new or existing surface with (40 + 25 + 14 – 79 Lbs) Bitumen of 80/100 penetration 5.50 + 2.75 + 1.50 = 9.75 Cft. crush Batti of 3/8" – 3/4" gauge including cleaning the road surface rolling after each Coat etc complete. Rate includes all costs of materials, T&P & carriage up to site of work.	195782	4095.8	% SFT	8,018,839	7,937,849	80,990-	-1.01%	
4	Earth Work for road embankment by Bulldozers including ploughing, mixing cold breaking, dressing & compacting with optimum moisture contents lead upto 100 ft & lift up to 5 ft in all type of soil except rock	316148	2208.37	% CFT	698,172	691,121	7,051-	-1.01%	
PART B – MASONRY WORKS									
1	Excavation in foundation of building bridges and other structure i/c degubelling dressing refilling around the structure with excavated earth watering and ranning lead up to one chain and lift up to 5 ft (in ordinary Soil)	1146	3176.25	% CFT	3,640	3,603	37-	-1.02%	
2	Cement concrete brick or stone ballast 1 1/2" to 2" gauge ratio 1:4:8	257	9416.28	% CFT	24,200	23,956	244-	-1.01%	

S. No.	Item	Quantity	Rate	Unit	Amount	Amount	Difference	Excess/Saving Percentage (%)
1	2	3	4	5	6	7	8=7-6	
3	Course Rubble masonry including hammer dressing 1:4 in plumb and foundation (in cement sand mortar)	553	27034.98	% CFT	149,503	147,993	1,510-	-1.01%
4	Cement concrete plain including placing compacting finishing and curing etc. complete (including screening & washing of stone aggregate without shuttering) Ratio: 1:2:4.	131	14429.25	% CFT	18,902	18,713	189-	-1.00%
5	Fabrication of mild steel reinforcement for cement concrete including bending cutting laying in position making joints and fastening including cost of bending wire also includes removal of rust from bars.	5.34	4820.2	CWT	25,740	25,480	260-	-1.01%
6	R.C.C. work including all labor & material except the cost of steel reinforcement and its labor for binding and kinds of forms molds lifting shuttering curing rendering and finishing the exposed surface including screening & washing of shingle R.C.C. work in roof slab, beams, columns, rafts, linets and other structure main bars in position complete in all respect. Ratio: 1:2:4	79	337	CFT	26,623	26,354	269-	-1.01%
7	Erection and removal of centering for R.C.C. or plain cement concrete works of deodar wood (2nd class) for paral wood (ii) vertical	83	7000	% SFT	5,810	5,751	59-	-1.02%
8	Cement pointing raised on stone work in cement mortar Ratio: 1:3.	227	1758.08	% SFT	3,991	3,951	40-	-1.00%


 Muhammad Ali Memon
 Section Officer (Technical) Highways
 Member Procurement Committee IMFS
 Works & Services Department


 Shaharyar Akhtar Kazi
 Project Manager / Chairman
 Procurement Committee IMFS


 Mehfooz Memon
 Senior Infrastructure Engineer
 Member Secretary
 Procurement Committee IMFS

Minutes of the meeting of Procurement Committee regarding opening of Bids held in the office of Project Manager Improvement of Major Fishermen's Settlements & Rehabilitation of Flood Affected Areas in Coastal Areas of Thatta & Badin Districts (IMFS), Sindh Coastal Development Authority Karachi Chaired by Mr. Shaharyar Akhter Kazi, Project Manager (IMFS), on 12.03.2015 at 12:30 hours.

(List of participants is enclosed herewith)

The chair welcomed all the participants and asked Mr. Mehfooz Memon Senior Infrastructure Engineer (SIE) IMFS to start the proceedings of Meeting. Mr. Memon thanked the chair and informed that only one firm prequalified in Jetty Works (Part -A) i.e. Amatul Constructions and have participated for the following works.

(Part - A) Jetty Works

1	Construction of Floating Jetty alongwith Community Capacity Building Centre and Flood Safety Elevated Platform at Janigsar, Mamo Jat, Rashidabad & LBOO, U.C Garho District Thatta.
2	Construction of Floating Jetty alongwith Community Capacity Building Centre and Flood Safety Elevated Platform at Village Hayat Jat & Usman Jat, Deh Jhor Pator U.C Gharo, Taluka Ghorabari District Thatta.

Out of Nineteen (19) prequalified contractors / firms in case of Roads & Water Supply Works (Part - B) only Three 3 contractors / firms in each work submitted their bids for the following works.

(Part - B) Roads & Water Supply

1	Rehabilitation / Reconditioning of Road from Chak No: 34 / 35 Oil Field Road to Chak No: 30 Mile 0/0-3/0 = 4.80 Kms Taluka S.F. Rahu, District Badin
2	Rehabilitation / Reconditioning of Road from Badin Sujawal Road Mile 19/6 to village Rehmatullah Arain Jhole Mori Mile 0/0 - 3/6 = (6.0 kms) Taluka S.F. Rahu District Badin
3	Rehabilitation / Reconditioning of Road from Garho-Joho Road Mile 4/2-10/6 = (10.40kms) Taluka Ghorabari District Thatta

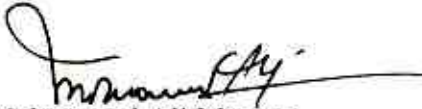
Mr. Memon informed that all the firms who submitted the bidding documents have been technically qualified and have submitted their financial bids. As stipulated in the bidding / tender documents all the bidders / firms representatives were called in the Meeting room and asked them to sign the attendance sheet. Sealed envelopes were opened by the chairman Procurement Committee in presence of Bidders / Firms Representatives and other members of the Procurement Committee. The quoted bid prices were read out and noted in bid opening sheet of each work as well as amount of call deposit / bid security was checked as per tender / bidding document and signed by the attending representatives of firms.

The bids were checked thoroughly with the help of Bid Opening Checklist and found eligible for further process. The bids were arithmetically calculated and found no corrections, no discount offered by any firm / contractor.

In (Part- A) Jetty Works M/s. Amatul Constructions bid price in both works were 5.18% above the Engineers Estimates. The forum decided that the items of Jetties are non-scheduled and imported items, current market rates are 10% higher than the quoted price, in that case forum accepts and recommends the bids of both Jetty works at Serial No. 1 and 2 as per cost limit and rules.

In (Part -B) Roads & Water Supply works the Bid price of M/s. A.M.K.M & Enterprises found responsive and lowest which is below 1% from the Engineers Estimates in (Part-B) Road & Water Supply works at Serial No. 1 & 2 and the Bid price of M/s. Mehboob Alam Shah found responsive and lowest which is below 1.01% from the Engineers Estimates for the work at Serial No. 3. The forum accepted the bids and recommended for award of contract.

The Meeting ended with vote of thanks from and to the chair.


Muhammad Ali Memon
Section Officer (Technical) Highways
Works & Services Department
Member Procurement Committee


Mehfooz Khan
Senior Infrastructure Engineer
Member / Secretary
Procurement Committee IMFS


Shaharyar Akhtar Kazi
Project Manager / Chairman
Procurement Committee IMFS

List of Participants

1. Mr. Shaharyar Akhter Kazi
Project Manager IMFS
Sindh Coastal Development Authority
2. Mr. Muhammad Ali Memon
Section Officer (Technical) Highways
Works & Services Department
3. Mr. Mehfooz Memon
Senior Infrastructure Engineer-IMFS
Sindh Coastal Development Authority
4. Mr. Muhammad Dawood
Finance Manager
A.M.K.M & Enterprises
5. Mr. Zahid Ali Shah
Chief Executive Officer
Meesam Construction Company
6. Mr. Mehboob Alam Shah
Proprietor
M/s. Mehboob Alam Shah
7. Mr. Mumtaz Ali Memon
Proprietor
M/s. Mumtaz Ali Memon
8. Mr. Ghulam Umer
Accounts Officer
M/s. Al-Riaz Enterprises
9. Mr. Muhammad Amin Uddin
Assistant Manager Finance
M/s. Amatul Constructions