



(95)

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

No. DO-II(CM)/W&S/CDGK/ 596 /11

Dated: 30-11-11

The Manager (CB),
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Karachi.

Subject: **N.I.T. NO. DO(CM)/W&S/S-II/CDGK/412/11 DATED 28-10-2011.**

Reference: Dir(CB/SPPRA/37-1(CDGK)/10-11/9104 dated 23-11-2011.

Referring your above noted letter on the subject N.I.T, following response may please
be perused:

1. The integrity pact signed by the lowest responsive bidder is enclosed herewith.
2. The Bill of Qualities of the lowest responsive bidder is enclosed herewith.

SPRA INWARD DIARY
No. 4333
Dated 23/11/11
Sindh Public Procurement Regulatory Authority Govt. of Sindh

MCB

District Officer-II (CM),
W&S, CDGK (Defunct)

C.C. to:

1. Director General (TS), KMC
2. District Officer-I (CM), W&S, CDGK (Defunct),
3. Director Local Fund Audit Karachi
4. Secretary to Administrator, KMC
5. PS to Secretary Local Govt. Department, GoS, Karachi
6. Office Copy

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP. except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

X.A. & Brothers
Supplier

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

Name of Buyer:

Name of Seller/Supplier:

Signature:
[Seal]

Signature: *[Handwritten Signature]*
[Seal]

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CITY DISTRICT GOVERNMENT KARACHI

**WORKS & SERVICES GROUP OF OFFICES
ANNUAL DEVELOPMENT PROGRAMME**



Tender Reference No. CDGK/W&S/CM/48/10-11

BILL OF QUANTITIES

&

EVALUATION CRITERIA


IMPROVEMENT OF ROAD FROM SURJANI MORE TO MAGHOPIR
ROAD JUNCTION NORTH KARACHI TOWN.

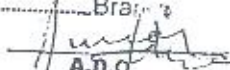
NOTE:

Enclosed a Soft Copy (CD) of all other documents as per SPPRA requirement please download it and read carefully, signed & stamped all pages and attach with this documents and drop in the tender box. The material of Soft Copy (CD) can also be download from CDGK website.

Estimate Cost: - Rs. 20.177 Million
Earnest Money: - Rs. 0.403 Million
Tender Cost: - Rs. 3,000/-

Tender issued to:
Mrs. K.A. Brothers
against pay order N. 358643
dated: 11/11/2010 of Rs. 2000/-
of H.B. LMC Branch


ACCOUNTANT


A.D.O.
(Admn) W&S
CDGK

Working Capital in Hand for this project
(Attach proof of Bank Statement / Credit Facilities)

Less than 15% of this Work	00	}	10
30% to 50% of this Work	05		
Upto 80% of this Work	07		
More than 80% of this Work	10		

PART C: (TECHNICAL COMPATABILITY OF CONTRACTOR (FIRM) FOR THIS PROJECT)

1. No. of Engineer / Associate Engineer 05 No. of each Engineer (One must be BE / BSc Engineer as per PEC. It is Compulsory.)	}	10	
2. Technical Staff (e.g., Surveyor, Site Inspector, Quality Surveyor and Material Incharge etc. (2 Marks for each)			}
3. City Experience (Works) (0-5 Marks) In Karachi Only	}	05	
Within Pakistan (Other than Karachi)			02
Within Pakistan including Karachi & other Cities.			04

Note A:

- Those who will be declared substantially responsive, will be evaluated on the basis of this evaluation criteria.
- Minimum Qualifying Marks are 70 for declaring qualifying bidder. The bids of only qualified bidder will be considered for financial evaluation.
- The ranging of marks in each category of evaluation will be calculated on the basis of the documents provided.
- The bidder shall attach all their authentic documents duly signed & stamped by them. Documents without signature & stamp or with unreadable contents will not be considered for evaluation purpose.

Note B:

This Evaluation Criteria is also issued along with BOQ to the Firm.

CITY DISTRICT GOVERNMENT KARACHI MAY
REJECT ALL OR ANY BIDS OR PROPOSALS AT ANY
TIME PRIOR TO THE ACCEPTANCE OF A BID OR
PROPOSALS, SUBJECT TO THE RELEVANT
PROVISIONS OF SPP RULES 2010.



CITY DISTRICT GOVERNMENT KARACHI
WORKS & SERVICES GROUP OF OFFICES

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Subject: IMPROVEMENT OF ROAD FROM SURJANI MORE TO MAGHOPIR ROAD JUNCTION NORTH KARACHI TOWN.

Estimated Cost: - Rs.20.177 Million
Bid Security: - Rs.0.403 Million
Tender Cost: - Rs.3000/-

I / We hereby quoted as follows:

1.	PART - A (Items Based on S/R) amounting to Rs.74,59,460/- <u>20% % Above</u> Below the S/R i/c cost of Carriage of Material. <u>Twenty Percent above</u>	Rs. 8951352 - 00
2.	PART - B (Items Based on A/R) amounting to Rs.64,24,094/- <u>8.5% % Above</u> Below the A/R <u>Eight Point Five Percent above</u>	Rs. 6970142 - 00
3.	PART - C (On Schedule Items) (Difference Cost of Cement 490 Bags @ Rs.105/- per Bag (Difference Cost of Bitumen 98 Tons @ Rs.42,787/- per Ton	Rs.51,450/- Rs.41,93,126/-
GRAND TOTAL (A+B+C)		Rs. 20166070 - 00

The total amount is Rs. 20166070 - 00 (in Figure) Rupees Two crore one lac (In Words)

Sixty six thousand seventy for the complete job for all schedule of rates / Approved rates.. No correction / over writing.

I / We have attached a pay order bearing No. _____

dated _____ issued from _____ (Name of Bank)

Bank amounting to Rs. _____ as per NIT.


Time Limit: 120 Days

Penalty per day: Rs. 3,000/-

Note:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.

Checked By: [Signature]


 Signature of the Contractor with Stamp
 Address: A 18 R.D. A Ouse
appartment University Road
Carachi.

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

K. A. & Brothers
Asif Ahmad
Proprietor

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

Name of Buyer:

Signature:
[Seal]

Name of Seller/Supplier:

Signature: *Arshad*
[Seal]

(77) (2)

FEDERAL GOVERNMENT KARACHI
WORKS & SERVICES GROUP OF OFFICES
ANNUAL DEVELOPMENT PROGRAMME



Tender Reference No. CDGK/W&S/CM/49/10-11

BILL OF QUANTITIES
&
EVALUATION CRITERIA

IMPROVEMENT / CONSTRUCTION OF ROADS & PATHWAYS
AT HARBOUR AREA FISHERY KEMARI TOWN, KARACHI.

NOTE:

Enclosed a Soft Copy (CD) of all other documents as per SPPRA requirement please download it and read carefully, signed & stamped all pages and attach with this documents and drop in the tender box. The material of Soft Copy (CD) can also be download from CDGK website.

Estimate Cost: - Rs. 18.160 Million
Earnest Money: - Rs. 0.363 Million
Tender Cost: - Rs. 3,000/-

Tender issued to...
Mrs. K.A. & Bros.
against pay order No. 3386443
dated: 11-11-10 of Rs. 5000/-
of HBL A.C. Br.

ACCOUNTANT

A.D.
(Admn. ...S
CDGK)

Working Capital in Hand for this project
 (Attach proof of Bank Statement / Credit Facilities)
 Less than 15% of this Work
 30% to 50% of this Work
 Upto 80% of this Work
 More than 80% of this Work

00
 05
 07
 10 } 10

PART C: (TECHNICAL COMPATABILITY OF CONTRACTOR (FIRM) FOR THIS PROJECT)

1. No. of Engineer / Associate Engineer
 05 No. of each Engineer
 (One must be BE / BSc Engineer as per PEC. It is Compulsory.) } 10
2. Technical Staff (e.g., Surveyor, Site Inspector, Quality Surveyor and Material Incharge etc.
 (2 Marks for each) } 10
3. City Experience (Works)
 (0-5 Marks)
 In Karachi Only } 02
 Within Pakistan (Other than Karachi) } 04
 Within Pakistan including Karachi & other Cities. } 05

Note A:

1. Those who will be declared substantially responsive, will be evaluated on the basis of evaluation criteria.
2. Minimum Qualifying Marks are 70 for declaring qualifying bidder. The bids of only qual bidder will be considered for financial evaluation.
3. The ranging of marks in each category of evaluation will be calculated on the basis of documents provided.
4. The bidder shall attach all their authentic documents duly signed & stamped by them. Docum without signature & stamp or with unreadable contents will not be considered for evalu purpose.

Note B:

This Evaluation Criteria is also issued along with BOQ to the Firm.

CITY DISTRICT GOVERNMENT KARACHI MAY REJECT ALL OR ANY BIDS OR PROPOSALS AT ANY TIME PRIOR TO THE ACCEPTANCE OF A BID OR PROPOSALS, SUBJECT TO THE RELEVANT PROVISIONS OF SPP RULES 2010.

A

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EVALUATION CRITERIA

CONTRACTOR (FOR CIVIL WORK)

MAX MARK

PART A: (CONTRACTOR (FIRM) PROFILE OF THE CIVIL WORK)

- | | | | |
|-----|--|----|---|
| 1. | Establishment of Firm
(0-10 Marks) | | |
| | Within One Year | 01 | |
| | Within Last Continuous 5 Year | 06 | } |
| | More than 5 Continuous Years | 10 | |
| | (Attach PEC Valid License for each year)
Required in case the value of work is above Rs. 2,500 Million. | | |
| 2. | Office Facilities
(0-10 Marks) | | |
| | Outside Country | 02 | } |
| | Within Pakistan (Other than Karachi) | 05 | |
| | In Karachi | 10 | |
| 3. | Contractor Working Status | | |
| a. | List of Road / Building construction machinery as the case may be 02-Point for each Machine. | 14 | } |
| b. | Working Experience | | |
| i. | Work completed satisfactory in last 5 years (Attach Satisfactory Completion Certificate) | | |
| | Less than Rs 10.00 Million | 08 | } |
| | More than Rs 10.00 Million & Less than Rs 12.00 Million | 10 | |
| | More than Rs 12.00 Million & Less than Rs 15.00 Million | 12 | |
| | More than Rs 15.00 Million | 20 | |
| ii. | Works in Hand
Less than allowable Limit (Attach copy of Work Order) | 06 | } |
| | | | |

PART B: (FINANCIAL STATUS)

- | | | | |
|----|--|----|---|
| 1. | Income Tax Return of Contractor (Firm) | | |
| | Last Year | 01 | } |
| | Last Continuous 5 Year | 03 | |
| | Last Continuous 10 Year | 05 | |



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No. Dir (CB/SPPRA/37-1(CDGK)/11-12/9104,
GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
Karachi, dated the 23rd November 2011

The District Officer-II (CM),
Works & Services Group of Offices,
Karachi Metropolitan Corporation,
Karachi

SUBJECT: NIT NO. DO(CM)/W&S/S-II/CDGK/412/11 DATED 28.10.2010

I am directed to refer to your letter No. Do-II(CM)/W&S/CDGK/570/11 dated 15.11.2011 and request you to furnish documents mentioned at para 1(iv & v) of this Authority's letter dated 27.05.2011 (copy enclosed).



Manager (CB)

Copy forwarded for information to:

1. Secretary, Local Government Department, GoS, Karachi.
2. Executive District Officer (W&S), City District Government Karachi (Defunct).
3. Director, Local Fund Audit, Karachi.



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KARACHI METROPOLITAN CORPORATION
OFFICE OF THE DISTRICT OFFICER-II (CM)
WORKS & SERVICES GROUP OF OFFICES

No. DO-II(CM)/W&S/CDGK/ 570 /11

Dated: 15-11-11

The Manager (CB),
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Karachi.

Subject: N.I.T. NO. DO(CM)/W&S/S-II/CDGK/412/11 DATED 28-10-2010.

Reference: Dir (CB) SPPRA/37-1(CDGK)/11-12/7005 dated 03-11-2011.

Referring your above noted letter on the subject N.I.T, following response may please be perused:

1. This is a typographical mistake.
2. No response received from the contractors.
3. Single stage one envelope method was adopted and incorporated in the bidding documents.

District Officer-II (CM), W&S, defunct CDGK

C.C. to:

1. Executive District Officer (W&S), defunct CDGK
2. District Officer-I (CM), W&S, defunct CDGK,
3. Director Local Fund Audit Karachi
4. PS to Secretary Local Govt. Department, GoS, Karachi
5. Office Copy

MCB
SPPRA INWARD DIARY
3843
No. _____
Dated _____
Sindh Public Procurement
Regulatory Authority Govt. of Sindh



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No. Dir (CB)/SPPRA/37-1(CDGK)/10-11/7005
GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
Karachi, dated the 3rd November 2011

REMINDER-I

The District Officer (CM),
Works & Services Group of Offices,
City District Government Karachi,
Karachi.

SUBJECT: NIT NO. DO(CM)/W&S/S-II/CDGK/412/10 DATED 28.10.2010.

I am directed to refer to this Authority's letter No.Dir (CB7)/SPPRA/37-1(CDGK)/10-11/1646 dated 27.05.2011, on the subject noted above (Copy enclosed).

2. It is noted with concern that despite lapse of over five months, this Authority has not received any response from your office. It is again requested to furnish copies of documents required vide this Authority's above referred letter alongwith clarification as to why these documents were not furnished in time as stipulated by Rule-45 and 50 of SPPRA 2010.


MANAGER (CB)

Copy forwarded for information to:-

1. The Secretary, Local Government Department, Government of Sindh, Karachi.
2. The District Coordination Officer, City District Government Karachi.
3. The Director, Local Fund Audit, Karachi.



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No. Dir (CB)/SPPRA/37-1(CDGK)/10-11/ 1646

GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
Karachi, dated the 27th May, 2011

To,

The District Officer (CM),
Works & Services Group of Offices,
City District Government Karachi,
Karchi.

SUBJECT: NIT NO.DO(CM)/ W&S/ S-II/ CDGK/ 412/ 10 DATED 28.10.2010

Please refer to your letter No.DO/ CM/ W&S/ CDGK/ 183/ 2011 and DO/ CM/ W&S/ CDGK/ 184/ 2011 dated 12th May, 2011. The Authority would like to observe as follows:

- (i) The NIT mentions only serial No. 8 & 13, but not other works. Please clarify.
- (ii) The reasons for opening of bids on 2nd date (06.12.2011) be furnished.
- (iii) It may be clarified whether the method of Procurement i.e. Single Stage two envelope was mentioned in the bidding documents.
- (iv) Copy of Integrity Pact is not enclosed, in terms of Rule-89 of SPP Rules, 2010.
- (v) Copy of Bill of Quantities of successful bidders be furnished in terms of Rule-50 of the SPP Rules, 2010.

2. It is advised to furnish the above mentioned information and documents at the earliest.

9/11


(A. W. SOOMRO)
Director (CB)

Copy forwarded for information and necessary action to:

1. The Secretary, Local Government Department, Government of Sindh, Karachi.
2. The District Coordination Officer, City District Government, Karachi.
3. The Director, Local Fund Audit, Karachi.



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

No. DO/CM/W&S/CDGK/ 184 /2011

Dated: 12-5-11

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

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

SPPRA INWARD DIARY
Sindh Public Procurement
Regulatory Authority Govt. of Sindh
46/m

PROVINCIAL ADP 2010-11
(AWARD OF CONTRACT REPORT)

Subject: **IMPROVEMENT OF ROAD FROM SURJANI MORE TO MANGHOPIR**
ROAD JUNCTION NORTH KARACHI TOWN.
(PROVINCIAL ADP # 1701, 2010-11)

In conformity with SPPRA rules 2010, an award of contract along with contract evaluation form, duly filled, in respect of subject work is enclosed herewith for hoisting the same on your respective web-site.

District Officer (CM),
City District Government Karachi

C.C. to:

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

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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. City District Government Karachi ✓
- 2). PROVINCIAL GOVT./LOCAL GOVT./OTHER Provincial ADP # 1701 2010-11
- 3). TITLE OF CONTRACT Improvement of Road from Surjani More to Manghopir Road Junction North Karachi Town. ✓
- 4). TENDER NUMBER CDGK/W&S/CM/48/10-11 ✓
- 5). BRIEF DESCRIPTION OF CONTRACT To improve of road in hub river road in Surjani Town and adjoining areas & to achieve overall environmental improvement.
- 6). FORUM THAT APPROVED THE SCHEME PDWP meeting held on 13-11-2008
- 7). TENDER ESTIMATED VALUE Rs. 20.177 Million
- 8). ENGINEER'S ESTIMATE (For Civil Works only) Rs. 20.177 Million
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 120 Days
- 10). TENDER OPENED ON (DATE & TIME) 06-12-2010 ✓
- 11). NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 06 Nos.
- 12). NUMBER OF BIDS RECEIVED Six (06 No.)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS (03 No. Technically qualified)
- 14). BID EVALUATION REPORT (Enclose a copy) Attached
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s K. A & Brothers.
A-18, KDA Apartment, Main University Road, Karachi.
- 15). DATE OF CONTRACT SIGNING (Attach a copy of agreement) 06-05-2011
- 17). CONTRACT AWARD PRICE Rs. 2,01,66,070/-
- 18). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID) 1st Lowest M/s K. A & Brothers
- 19). METHOD OF PROCUREMENT USED:- (TICK ONE)

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

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

20). APPROVING AUTHORITY FOR AWARD OF CONTRACT

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

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

22). ADVERTISEMENT:

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

Yes	<input checked="" type="checkbox"/>
No	ID # 2369/2010

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

Yes	Daily Express and Daily City News dated 02-11-2010 & Daily Amroz dated 03-11-2010
No	

23). NATURE OF CONTRACT

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

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

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

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

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

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

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

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

28). WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of consultancies)

Yes	✓	No	
-----	---	----	--

29). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?

Yes	✓	No	
-----	---	----	--

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

Yes	✓	No	
-----	---	----	--

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

Yes	✓	No	
-----	---	----	--

32). WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS? (Attach copy of the bid evaluation report)

Yes	✓	No	
-----	---	----	--

33). WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA / OTHER APPLICABLE RULES (If yes, give reasons)

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	N. A.
No	

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

Yes	
No	✓

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

Yes	✓	No	
-----	---	----	--

39). WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD. (If yes, enclose a copy)

Yes		No	✓
-----	--	----	---

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

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

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

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

Signature & Official Stamp of Authorized Officer



FOR OFFICE USE ONLY

**DISTRICT OFFICER
CONTACT MANAGEMENT
(W&S) C.D.G.N.**

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



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

No.DO/CM/W&S/CDGK/ 165 /2011

Dated: 6 - 5 - 11

M/s K.A & Brothers,
A-18, KDA Apartment,
Main University Road,
Karachi.


WORK ORDER

Subject:- **IMPROVEMENT OF ROAD FROM SURJANI MORE TO MANGHOPIR ROAD**
JUNCTION NORTH KARACHI TOWN. (Provincial ADP # 1701, 2010-11)

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of **Rs.2,01,66,070/-** (Rupees One Crore Eighty One Lac Forty Thousand One Hundred & Ninety Three Only) at 20.00% above the schedule of rates for part-A i.e. Rs.89,51,352/-, 08.5% above the approved rates for Part-B i.e. Rs.69,70,142/- and Part 'C' Difference cost of material amounting to Rs.42,44,576/-. You are therefore directed to contact to District Officer-I (CZ-VII), W&S, CDGK for obtaining necessary information and instruction.

Please note that work should be carried out strictly in accordance with the specification, design & drawings, terms & conditions as per the contract agreement executed between M/s K.A & Brothers and CDGK. The time of completion of work specified in the contract agreement is **120 Days**, which shall commence from the date of start which will be within 14 days time from the receipt of this work order.

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


DISTRICT OFFICER (CM),
W&S, CDGK

C.C. TO:-

1. Executive District Officer (W&S), CDGK.
2. District Officer-I(CZ-VII), W&S, CDGK
 - i. To ensure for obtaining an Addendum Performance Guarantee with extended validity prior to the expiry of the current guarantee)
 - ii. To circulate the date of commencement to the Office of EDO(W&S), DO(CM), W&S and DO(Accounts, W&S, CDGK.
 - iii. To implement all instructions of the bidding documents during execution of work
3. District Officer (Accounts) W&S, CDGK.
4. District Officer-II (I&QC) W&S, CDGK.
5. Secretary to Administrator, CDGK.
6. PS to D.C.O. CDGK.
7. The In house Consultant M/s NAA Consulting Engineers (Pvt) Ltd.

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

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

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

- I. Notice inviting tenders.
- II. Tender documents marked I/6 and dated 06-12-2010 including terms and conditions, BOQ, specifications and drawings.
- III. Work schedule.
- IV. Payment schedule
- V. Security and Performance Bond.
- VI. All correspondence in respect of the contract and the work.

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

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

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

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

- (i) The Contractor will engage a qualified Engineer of relevant field for proper supervision and execution of work. In case, the Contractor fails to do so, the CDGK will hire an Engineer on behalf of the Contractor and the emoluments of the Engineer will be deducted from the bills of the Contractor.
- (ii) The Contractor will submit work methodology and

K.A. & Brothers
Proprietor

DISTRICT OFFICER
CONTACT MANAGEMENT
(W&S) C.D.G.K.

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

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

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

IN WITNESS WHEREOF the said parties have set their respective hands this 6th day of May 2011.

CITY DISTRICT GOVERNMENT KARACHI

DISTRICT OFFICER
CONTACT MANAGEMENT
(W&S) C.D.G.K.

E.A. & Brothers

Subhan
CONTRACTOR

WITNESSES:-

1. *Zahid Bani*
2. *Nisar A Bano*



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



No. DO/CM/W&S/CDGK/175/2011

Dated: 19/4/11

To,
M/s K.A & Brothers,
A-18, KDA Apartment,
Main University Road,
Karachi.

(ACCEPTANCE LETTER)

Subject:- IMPROVEMENT OF ROAD FROM SURJANI MORE TO
MANGHOPUR ROAD JUNCTION NORTH KARACHI TOWN.
(Provincial ADP # 1701, 2010-11)

The Competent authority has been pleased to accept your tender dated 06-12-2010 at 20.00% above the schedule of rates for part-A i.e. Rs.89,51,352/-, 08.5% above the approved rates for Part-B i.e. Rs.69,70,142/- and Part 'C' Difference cost of material amounting to Rs.42,44,576/-. Total amount for Part-A,B&C comes to Rs.2,01,66,070/- (Rupees One Crore Eighty One Lac Forty Thousand One Hundred & Ninety Three Only) for the above mentioned work.

The Bid Evaluation Report uploaded on SPPRA website wide ID No. 2369/2010 on 17th March, 2011.

Therefore, as per requirement of the contract documents you are requested to deposit the 10% Performance Security amounting to Rs.20,16,607/- in shape of Pay Order/Bank Guarantee being part and parcel of the contract agreement and execute the contract agreement for which stamp paper of prescribed value of Rs.60,500/- @ 0.30% of sanctioned cost is required to be provided you to the undersigned's office.

Handwritten signature

Handwritten signature
District Officer (CM), CDGK.

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

C.C. to:-



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

No. DO/CM/W&S/CDGK/ 183 /2011

Dated: 12-5-11

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

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

SPPRA INV-100
Dated: 16/5
Sindh Public Procurement
Regulatory Authority

PROVINCIAL ADP 2010-11
(AWARD OF CONTRACT REPORT)

Subject: **IMPROVEMENT OF ROAD AND PATHWAYS HARBOUR AREA**
FISHERY KEAMARI TOWN KARACHI.. (DISTRICT ADP 2010-11)

In conformity with SPPRA rules 2010, an award of contract along with contract evaluation form, duly filled, in respect of subject work is enclosed herewith for hoisting the same on your respective web-site.

District Officer (CM),
City District Government Karachi

C.C. to:

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

16/5
MCEB
18/5

39

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. City District Government Karachi
- 2). PROVINCIAL GOVT./LOCAL GOVT./OTHER District ADP 2010-11
- 3). TITLE OF CONTRACT Improvement of Road and Pathways Harbour area Fishery Keamari Town Karachi.
- 4). TENDER NUMBER CDGK/W&S/CM/49/10-11
- 5). BRIEF DESCRIPTION OF CONTRACT Fishery is an important sector for the economy of Pakistan. The Karachi Fish Harbour is the hub of this sector and is being controlled and managed by the Karachi. The internal Road & N Path ways of Harbour area or very poor condition. Length of internal roads 1.5 kilometers & 30 to 36 ft wide
- 6). FORUM THAT APPROVED THE SCHEME DDWP meeting held on 12-10-2010
- 7). TENDER ESTIMATED VALUE Rs. 18.15 Million
- 8). ENGINEER'S ESTIMATE Rs. 18.15 Million
(For Civil Works only)
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 120 Days
- 10). TENDER OPENED ON (DATE & TIME) 06-12-2010
- 11). NUMBER OF TENDER DOCUMENTS SOLD 06 Nos.
(Attach list of buyers)
- 12). NUMBER OF BIDS RECEIVED Six (06 No.)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS (03 No. Technically qualified)
- 14). BID EVALUATION REPORT Attached
(Enclose a copy)
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s K. A & Brothers.
A-18, KDA Apartment, Main University
Road, Karachi.
- 15). DATE OF CONTRACT SIGNING 06-05-2011
(Attach a copy of agreement)
- 17). CONTRACT AWARD PRICE Rs. 1,81,40,193/-
- 18). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1st Lowest M/s K. A & Brothers
(i.e. 1st, 2nd, 3rd EVALUATION BID)

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

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

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

20). APPROVING AUTHORITY FOR AWARD OF CONTRACT

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

Yes		No	✓
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22). ADVERTISEMENT:

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

Yes	✓
No	ID # 2369/2010

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

Yes	Daily Express and Daily City News dated 02-11-10 & Daily Amroz dated 03-11-2010
No	

23). NATURE OF CONTRACT

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

Yes	✓	No	
-----	---	----	--

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

Yes	✓	No	
-----	---	----	--

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

Yes	✓	No	
-----	---	----	--

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

Yes	✓	No	
-----	---	----	--

28). WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of consultancies)

Yes	✓	No	
-----	---	----	--

29). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?

Yes	✓	No	
-----	---	----	--

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

Yes	✓	No	
-----	---	----	--

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

Yes	✓	No	
-----	---	----	--

32). WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS? (Attach copy of the bid evaluation report)

Yes	✓	No	
-----	---	----	--

33). WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA / OTHER APPLICABLE RULES (If yes, give reasons)

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	N. A.
No	

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

Yes	
No	✓

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

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

Yes		No	✓
-----	--	----	---

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

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

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

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

**DISTRICT OFFICER
CONTACT MANAGEMENT
(W&S) C.D.G.K.**

FOR OFFICE USE ONLY

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



(5)

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

No.DO/CM/W&S/CDGK/ 164 /2011

Dated: 6-5-11

M/s K.A & Brothers,
A-18, KDA Apartment,
Main University Road,
Karachi.


WORK ORDER

Subject:- **IMPROVEMENT OF ROAD AND PATHWAYS HARBOUR AREA FISHERY**
KEAMARI TOWN KARACHI. (District ADP, 2010-11)

The competent authority has been pleased to award you the contract for the above mentioned work for an amount of Rs.1,81,40,193/- (Rupees One Crore Eighty One Lac Forty Thousand One Hundred & Ninety Three Only) 16.5% above the schedule of rates for part-A i.e. Rs.54,39,025/- 04.00% above the approved rates for Part-B i.e. Rs.1,07,28,343/- and Part 'C' Difference cost of material amounting to Rs.19,72,825/-. You are therefore directed to contact to District Officer-I (CZ-VII), W&S, CDGK for obtaining necessary information and instruction.

Please note that work should be carried out strictly in accordance with the specification, design & drawings, terms & conditions as per the contract agreement executed between M/s K.A & Brothers and CDGK. The time of completion of work specified in the contract agreement is 120 Days, which shall commence from the date of start which will be within 14 days time from the receipt of this work order.

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


DISTRICT OFFICER (CM),
W&S, CDGK

C.C. TO:-

1. Executive District Officer (W&S), CDGK.
2. District Officer-I(CZ-VII), W&S, CDGK
 - i. To ensure for obtaining an Addendum Performance Guarantee with extended validity prior to the expiry of the current guarantee)
 - ii. To circulate the date of commencement to the Office of EDO(W&S), DO(CM),W&S and DO(Accounts, W&S, CDGK.
 - iii. To implement all instructions of the bidding documents during execution of work
3. District Officer (Accounts) W&S, CDGK.
4. District Officer-II (I&QC) W&S, CDGK.
5. Secretary to Administrator, CDGK.
6. PS to D.C.O. CDGK.
7. The In house Consultant M/s NAA Consulting Engineers (Pvt) Ltd.



Stamp Value Rs. 54,425/-

CITY DISTRICT GOVERNMENT KARACHI

AGREEMENT

Project IMPROVEMENT OF ROAD AND PATHWAYS HARBOUR AREA FISHERY KEAMARI TOWN KARACHI (District ADP 2010-11)

Cost Rs.1,81,40,193/- (Rupees One Crore Eighty One Lac Forty Thousand One Hundred & Ninety Three Only)

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

An Agreement made this 6th day of May 2011 Between the City District Government Karachi through its District Officer(CM) W&S, CDGK hereinafter called the "CDGK", (which expression shall mean and include his successors) of the One part and M/s K. A & Brothers having their office at A-18, KDA Apartment, Main University Road, through their Proprietor Mr. Khateeb Ahmed hereinafter called the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignees) of the other Part.

Whereas the CDGK has accepted the tender of the Contractor dated 06-12-2010 on percentage basis at 16.5% above the schedule of rates for part-A i.e. Rs.54,39,025/-, 04.00% above the approved rates for Part-B i.e. Rs.1,07,28,343/- and Part 'C' Difference cost of material amounting to Rs.19,72,825/- basis for construction and completion of the work namely IMPROVEMENT OF ROAD AND PATHWAYS HARBOUR AREA FISHERY KEAMARI TOWN KARACHI at a cost of Rs.1,81,40,193/- (Rupees One Crore Eighty One Lac Forty Thousand One Hundred & Ninety Three Only) within a period of 120 Days and Penalty Rs.3000/- Per day according to the specification and general conditions of the contract signed by the Contractor after having made himself fully acquainted with their meaning.

AND WHEREAS the Contractor has already deposited with the CDGK a sum of Rs. 3,83,000/- (Rupees Three Lac Eighty Three Thousand only) only

Vide Pay Order/Bank Guarantee No. 3586499, 1599375 & 0555450 Dated 3.11.2010 from

Bank Branch, Karachi on account of 2% Bid Security for the said contract.

AND WHEREAS the Contractor has also deposited a Pay Order No. -- dated -- / Bank Guarantee No. TBG/LHA/LG/11/0104 dated 05-05-2011 from Bank Alfalah Limited

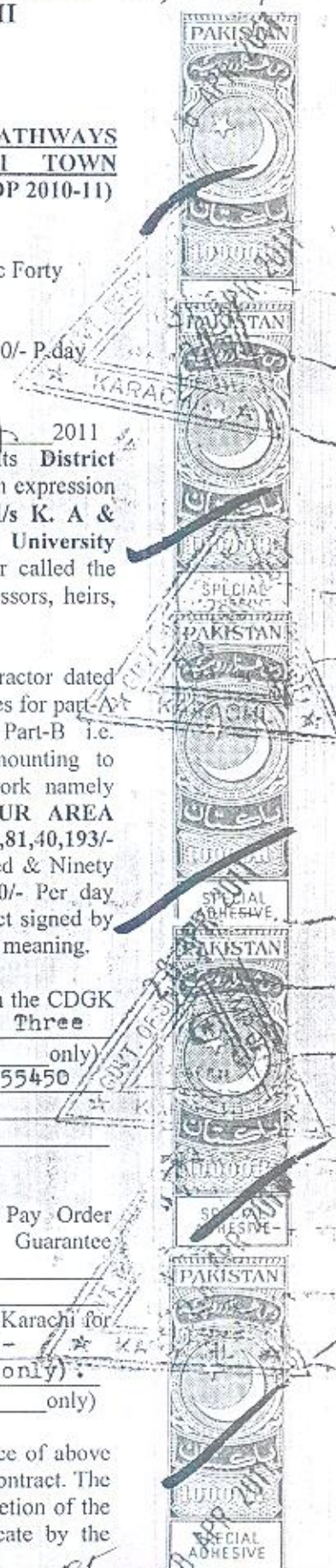
Bank D.H.A. Branch Branch, Karachi for an amount of Rs. 18,14,020/- (Rupees Eighteen Lac Fourteen Thousand & Twenty only) only

as performance security equal to 10% of the contract value in place of above referred Pay Order of 2% Bid Security for due performance of the contract. The claim for refund of Security can be lodged after satisfactory completion of the work and maintenance period on issuance of completion certificate by the Engineer in charge.

K.A. & Brothers Proprietor

93 28/4/2011

29



DISTRICT OFFICER CONTACT NO. 3586499 (MAY) 2011

Handwritten signatures and dates

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

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

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

- I. Notice inviting tenders.
- II. Tender documents marked 1/6 and dated 06-12-2010 including terms and conditions, BOQ, specifications and drawings.
- III. Work schedule.
- IV. Payment schedule
- V. Security and Performance Bond.
- VI. All correspondence in respect of the contract and the work.

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

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

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

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

(i) The Contractor will engage a qualified Engineer of relevant field for proper supervision and execution of work. In case, the Contractor fails to do so, the CDGK will hire an Engineer on behalf of the Contractor and the emoluments of the Engineer will be deducted from the bills of the Contractor.

(ii) The Contractor will submit work methodology and activity plan before the start of work but not later than 7 days after issuance of Work Order.

Aggregate Base Course during road construction will be laid by Graders only.

DISTRICT OFFICER
CONTACT MANAGEMENT
(H&S) C.D.G.K.

K.A. & Brothers
Proprietor



KANWAR AITZ
OFFICE
STAMP OFFICE, GOVT. OF SINDH
CITY COURTS, KARACHI
20/11/2010 APR 20 11

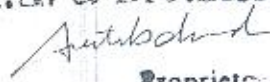
- (iv) The Contractor will ensure availability of machinery and equipment and would also ensure their proper use on the work. In case of default, the CDGK will be at liberty to hire plant and machinery on its own and the charges will be recovered from the bills of the contractor.
- (v) The work on road/bridges/flyovers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

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


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

IN WITNESS WHEREOF the said parties have set their respective hands this 6th day of May 2011.


 CITY DISTRICT GOVERNMENT KARACHI


K.A. & Brothers

Proprietor
CONTRACTOR

WITNESSES:-

1. 
Zak Builders

2. 
Nisar A. Bano







23

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

No. DO/CM/W&S/CDGK/ 144/2011

Dated: 19/4/11

To,
M/s K.A & Brothers,
A-18, KDA Apartment,
Main University Road,
Karachi.

(ACCEPTANCE LETTER)

Subject:- IMPROVEMENT OF ROAD AND PATHWAYS HARBOUR AREA
FISHERY KEAMARI TOWN KARACHI.

(District ADP, 2010-11)

The Competent authority has been pleased to accept your tender dated 06-12-2010 at 16.5% above the schedule of rates for part-A i.e. Rs.54,39,025/- , 04.00% above the approved rates for Part-B i.e. Rs.1,07,28,343/- and Part 'C' Difference cost of material amounting to Rs.19,72,825/-. Total amount for Part-A,B&C comes to **Rs.1,81,40,193/-** (Rupees One Crore Eighty One Lac Forty Thousand One Hundred & Ninety Three Only) for the above mentioned work.

The Bid Evaluation Report uploaded on SPPRA website vide ID No. 2369/2010 on 17th March, 2011.

Therefore, as per requirement of the contract documents you are requested to deposit the 10% Performance Security amounting to **Rs.18,14,020/-** in shape of Pay Order/Bank Guarantee being part and parcel of the contract agreement and execute the contract agreement for which stamp paper of prescribed value of **Rs.54,421/- @ 0.30%** of sanctioned cost is required to be provided you to the undersigned's office.


District Officer (CM), CDGK.

C.G. to:-

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

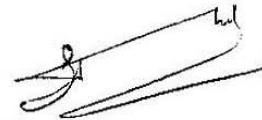
*Recd
Subst*

Bid Evaluation Report

1. Name of Procuring Agency: City District Government Karachi
2. Tender Reference No: CDGK/W&S/CM/48/10-11
3. Tender Description/Name of work/item: Improvement of Road from Surjani More to Manghopir Road Junction North Karachi Town.
4. Method of Procurement: Single Stage – One Envelope Procedure
5. Tender Published: Daily Amroz dated 03-11-2010, Daily Express & Daily City News Dated 02-11-2010. SPPRA Website ID # 2369/2010 & CDGK Website ID # 412-28-10-10.
6. Total Bid documents Sold: 06 Nos.
7. Total Bids Received: 06 Nos.
8. Technical Bid Opening date: (if applicable) Not Applicable (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): Not Applicable
10. Bid (s) Rejected: 03 Nos. (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 06-12-2010
12. **Bid Evaluation Report:**

SN	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/s K.A. & Brothers	Rs.2,01,66,070/-	1 st Lowest	0.05% Below the estimated cost of Rs.20.177 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Recommended for award of work
2	M/s Insaf & Brothers	Rs.2,08,48,834/-	2 nd Lowest	3.33% Above the estimated cost of Rs.20.177 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
3	M/s Mehram Traders	Rs.2,10,72,618/-	3 rd Lowest	4.44% Above the estimated cost of Rs.20.177 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
4	M/s Nobel	Rs.2,11,26,505/-	4 th Lowest	4.71% Above the estimated cost of Rs.20.177 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
5	M/s Eastern Const.Co.	Rs.2,11,74,156/-	5 th Lowest	4.94% Above the estimated cost of Rs.20.177 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
6	M/s Shaheen Const. Co.	Rs.2,12,75,694/-	6 th Lowest	5.45% Above the estimated cost of Rs.20.177 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive

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




District Officer (CM), MS, CDGK

Bid Evaluation Report

- Name of Procuring Agency: City District Government Karachi
- Tender Reference No: CDGK/W&S/CM/49/10-11
3. Tender Description/Name of work/item: Improvement of Road and Pathways at Harbour Area Fishery Keamari Town, Karachi.
4. Method of Procurement: Single Stage – One Envelope Procedure
5. Tender Published: Daily Amroz dated 03-11-2010, Daily Express & Daily City News Dated 02-11-2010. SPPRA Website ID # 2369/2010 & CDGK Website ID # 412-28-10-10.
6. Total Bid documents Sold: 06 Nos.
7. Total Bids Received: 06 Nos.
8. Technical Bid Opening date: (if applicable) Not Applicable (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): Not Applicable
10. Bid (s) Rejected: 03 Nos. (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 06-12-2010
12. **Bid Evaluation Report:**

SN	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/s K.A. & Brothers	Rs.1,81,40,193/-	1 st Lowest	0.11% Below the estimated cost of Rs.18.160 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Recommended for award of work
2	M/s Insaf & Brothers	Rs.1,86,69,539/-	2 nd Lowest	2.81% Above the estimated cost of Rs.18.160 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
3	M/s Mehram Traders	Rs.1,89,22,540/-	3 rd Lowest	4.20% Above the estimated cost of Rs.18.160 Million	Qualified as per Minimum Qualification / Eligibility Criteria	Not recommended due to higher rates
4	M/s Nobel	Rs.1,90,72,384/-	4 th Lowest	5.02% Above the estimated cost of Rs.18.160 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
5	M/s Eastern Const.Co.	Rs.1,91,55,974/-	5 th Lowest	5.48% Above the estimated cost of Rs.18.160 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive
6	M/s Shaheen Const. Co.	Rs.1,93,99,192/-	6 th Lowest	5.82% Above the estimated cost of Rs.18.160 Million	Bids not conforming to the requirements of the criteria given in the NIT and Tender Documents.	Non Responsive

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District Officer (CM), MS, CDGK