

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. K. W. & S.B.
- 2) PROVINCIAL, LOCAL GOVT. OTHER Local Govt. Deptt.
- 3) TITLE OF CONTRACT Repair, Maintenance, and Replacement of Defective Parts of M.V. Panel HVVA at 110 KV Sub Station, PAF (P&S) Div. to Serial No 19936.
- 4) TENDER NUMBER MD-KW&SB
- 5) BRIEF DESCRIPTION OF CONTRACT Rs 24,90,906/2
- 6) FORUM THAT APPROVED THE SCHEME (15) DAYS.
- 7) TENDER ESTIMATED VALUE 12-05-2014
- 8) ENGINEER'S ESTIMATE (For civil works only) (02)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) (02)
- 10) TENDER OPENED ON (DATE & TIME) Already Submitted
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) m/s. H. R. Brothers
- 12) NUMBER OF BIDS RECEIVED Rs 24,56,500/2
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS (02)
- 14) BID EVALUATION REPORT (Enclose a copy) ① m/s. H. R. Brothers Rs 24,56,500/2
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER ② m/s. AARM Construction Rs 12,83,325/2
- 16) CONTRACT AWARD PRICE
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).

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

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE 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 *M.D. KW9SB*

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	<input checked="" type="checkbox"/>	<i>Serial No: 19986</i>	
No	<input type="checkbox"/>		

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

Yes	<input checked="" type="checkbox"/>	<i>Daily 'The News' & 'ASAS' on 20.4.2014 & 'ROZMANA Kairat' on 21.4.2014</i>	
No	<input type="checkbox"/>		

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

Yes	<input checked="" type="checkbox"/>	No	<input 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 type="checkbox"/>	No	<input checked="" 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"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

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

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

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

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

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

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

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

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

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

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

Signature & Official Stamp 
Authorized Officer **BASHIR AHMED BALOCH**
Resident Engineer
Pipri (Pumping & Filter) Division
K.W. & S.B. ✓

FOR OFFICE USE ONLY

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

OFFICE OF THE CHIEF ENGINEER (E&M)-W
KARACHI WATER & SEWERAGE BOARD

No. KW&SB/CE/E&M-W/2014/479
Dated: 11-06-2014

M/s. H.R. Brothers,
Contractor,
Karachi.

LETTER OF ACCEPTANCE / SANCTION LETTER

SUBJECT:- REPAIR, MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS OF M.V. PANEL 11 KVA AT 40 MGD PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB (Part-II)

On behalf of the employers, it is notified that following the approval of the Managing Director, KW&SB vide Para-35/N, your bid for the subjected work is hereby accepted for the sum of Rs.24,56,500/= (Rupees Twenty Four Lac Fifty Six Thousand Five Hundred only) as worked out / evaluated by Procurement / Evaluation Committee-I vide Para-47/N and financially concurred by Finance Department, KW&SB vide Para-51 to 61/N duly approved by M.D., KW&SB vide Para-63/N. The expenditure is chargeable to B.G. No.6024-16 for the financial year 2013-2014.

There is now binding contract between KW&SB and M/s. H.R. Brothers.


In accordance with the existing practice in vogue in KW&SB, you are required to enter in to and execute a Contract agreement. This agreement shall be signed by the employer and M/s. H.R. Brothers.

Provide with the 02% @ Rs.24,56,500/= of above cost as performance security in accordance with existing clause of SPPR Rules-2010 in shape of Bank Guarantee / Pay order or Bank Draft from any scheduled Bank of Pakistan.

You are therefore, directed to contact Resident Engineer, Pipri (P&F) Division Office for execution of Agreement, the value of Stamp paper will be Rs.7,370/= @ 0.30% of sanctioned cost which should be produced by you.

All correspondence onward shall be carried out through Superintending Engineer (P&F)-4, KW&SB.

In case of failure, the Letter of Acceptance / Sanction Letter shall be stand cancelled.


(Noor Muhammad Chohan)
Chief Engineer (E&M)-W
K. W. & S. B.

Copy to:-

1. The D.C.E. (E&M)-W, KW&SB.
2. The S.E.(P&F)-4, KW&SB. With directives to abide all codal formalities under Rules SPPR-2010 before submission of Bill. Original work file of the above subjected work is enclosed herewith.
3. The Director Accounts, KW&SB.
4. The A.D. (LFA), KW&SB.
5. Office copy.



**OFFICE OF THE RESIDENT ENGINEER
PIPRI (PUMPING & FILTER) DIVISION**

NO:RE/P(P&F)D/WO 2013-14/ 335
DATED: 13/06/2014

**M/s. H. R. Brothers,
Contactor,
KARACHI.**

WORK ORDER

SUBJECT:- REPAIR, MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS OF M. V. PANEL 11 KVA AT 40 MGD PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB (PART-II).

Ref:- Your Tender dated: 12.05.2014.

Your tender (On Item rate basis) invited through Press / website under SPPRA-2010, on the above subject work as evaluated/ recommended by the procurement / Evaluation Committee- I, KW&SB amounting to Rs: 24,56,500/-, as per of your quoted amount has been accepted by the competent authority being the first lowest bidder. The Finance Department, KW&SB has already concurred in and booked amounting to Rs: 24,56,500/- Rupees (Twenty Four Lac Fifty Six Thousand Five Hundred Only), duly approved by the Managing Director KW&SB. The expenditure will be chargeable against the B.G. No. 6024-16 for the year 2013-2014.

The work will be carried out under the supervision of AEE / Engineer incharge, 4th Phase & 40 MGD Pump House Pipri (P&F) Division. You are requested to contact him for receiving instruction and for completing required formalities for start of work and work will be started from the date of issue / receiving of this work order, and period for completion of work is within (15) days.

(Signature)
13/06/14

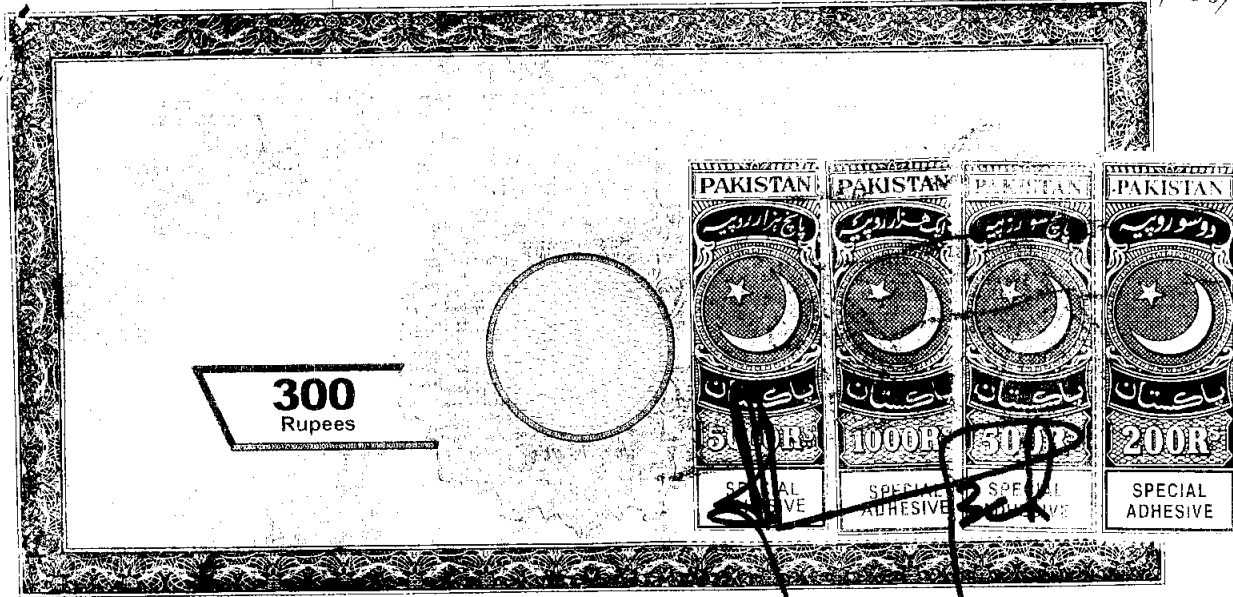
**(Bashir Ahmed Baloch)
RESIDENT ENGINEER
PIPRI PUMPING & FILTER DIVISION
K W & S B**

COPY TO:

1. THE CE (E&M)-W, KW&SB.
2. THE DY. CE (E&M)-W, KW&SB.
3. THE SE (P&F)-IV, KW&SB.
4. THE AEE, (E&M) 4th Phase & 40MGD Pump House Pipri.
5. OFFICE COPY.
6. MASTER FILE.



7000/-



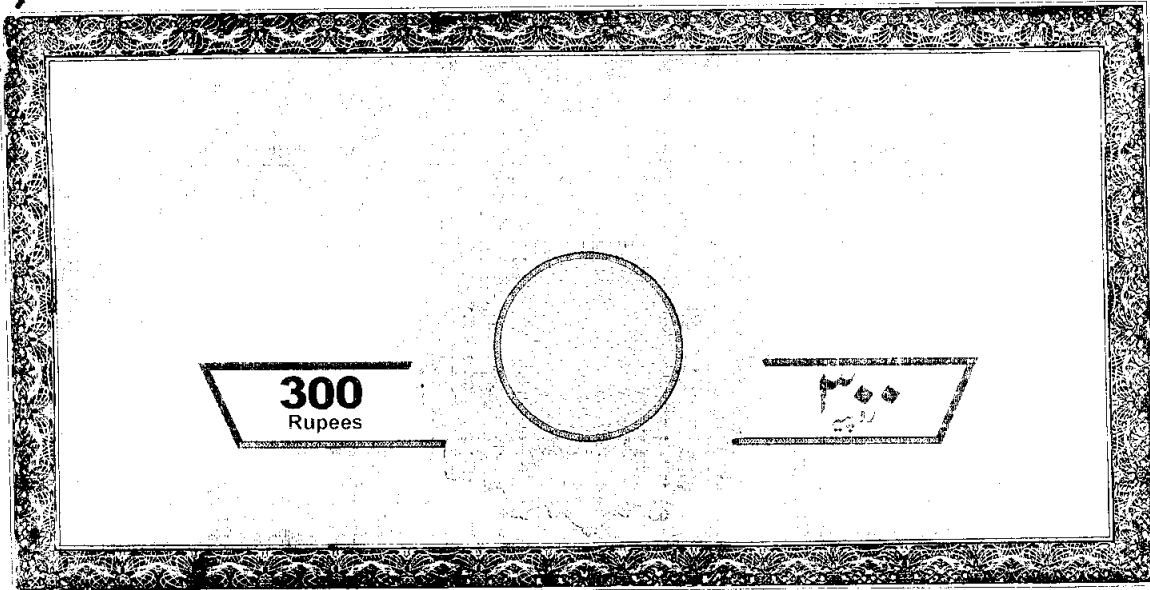
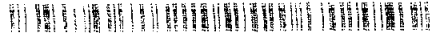
170815
09 JUN 2014
S.A. 3

AGREEMENT

Between
M/s. H. R. Brothers,
and
Karachi Water & Sewerage Board.

This agreement made on this 12th day of June 2014, between Karachi Water & Sewerage Board, Block-B, 9th Mile Shakra-e-Faisal, Karsaz, Karachi, through its Chief Engineer (E&M)-Water / S.E. (P&F)-IV, KW&SB, hereinafter called the Board (hereinafter called the employer of the one part) and M/s. H. R. Brothers, Karachi, hereinafter called the Contractor of the other part.

Whereas the KW&SB has accepted the Contractor's Tender here unto Annexed and marked 1/2 dated: 12.05.2014 for the work of "REPAIR, MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS OF M.V. PANEL 11KVA AT 40 MGD PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB (Part-II)". Estimated cost: (On Item rate basis) under SPPR-2010. The total sanctioned amount is Rs.24,56,500/= (Rupees Twenty Four Lac Fifty Six Thousand Five Hundred



SAHIB GALEEM SIDIQUI
 17/3/89

09 JUN 2014

SADAQAT ALI SIDDIQUI

C NO 13357

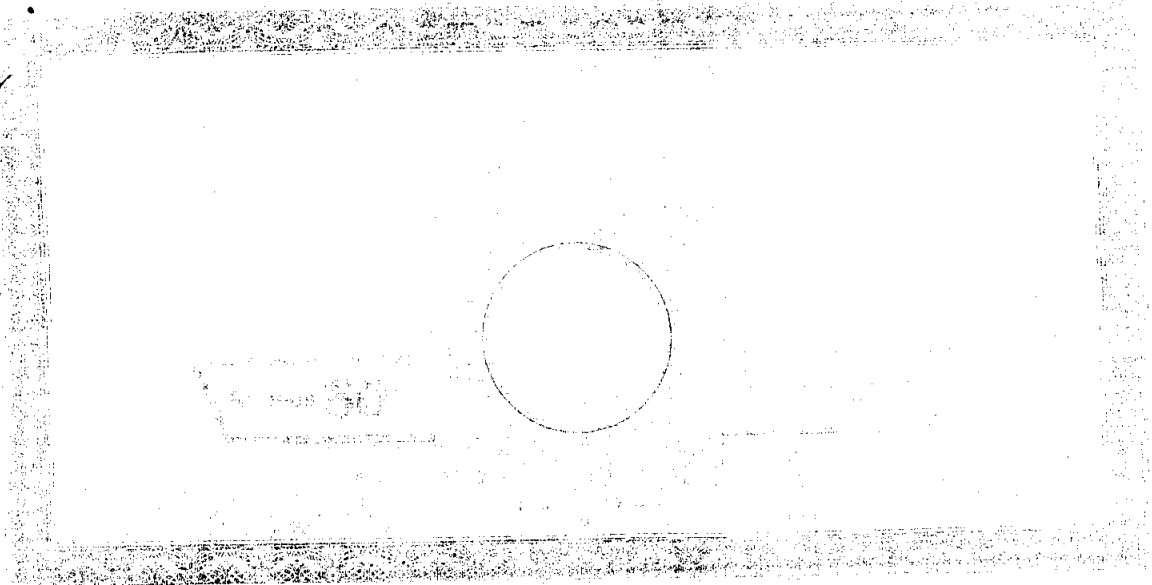
only) as evaluated / recommended by Procurement / Evaluation Committee-I, KW&SB vide Para-47/N and financially concurred by the Finance Department, KW&SB vide Para-51 to 61/N duly approved by the Managing Director, KW&SB vide Para-63/N as per Contractor's quoted amount, the amount put to tender. According to the specifications and general terms and conditions vide Para-7&8 CPWA Code duly signed by the Contractor have made them fully acquainted with its meanings.

WHEREAS 10% Security Deposit (02% Earnest Money on Quoted amount is deposited by Contractor in favour of KW&SB) will be deducted from the Contractor's bill and such amount have given a lien over as security for the due fulfillment of the contract and the Contractor abide all the terms and conditions and aforesaid specification of the tender. Security Deposit deducted to be refunded after three months of satisfactory completion of the work.

The payment to be made by KW&SB to the contractor as per prevailing legal / codal practice

Ali

[Faint signature or stamp]



IS. 1705 SAC & EM Stamp Valid
 Original No. of Stamp No. 3 Karol Nagar
 Gurukul, Dept of Block, 1st, Karnal
 No. 170585
 Through this Address
 Purpose: **HASHMI**
 Date: 06 JUN 2014
 Stamp Monitor's Signature: *[Signature]*

The Contractor due hereby bind themselves their heirs successors / legal representatives and assignee to pay 0.5% of Bid Cost per day of delay to the KW&SB or such smaller amount fixed by the competent authority. The time for completion of this work is within (15) Days.

IN WITNESS WHEREOF the said parties have set their respective hands on this 12th day June, 2014.

[Signature]
M/s. H. R. Brothers,
 (Contractor)

[Signature]
RESIDENT ENGINEER
PIPRI (P&F) DIVISION,
KW&SB

[Signature]
SUPERINTENDING ENGINEER
(PUMPING & FILTER)-IV,
KW&SB

[Signature]
CHIEF ENGINEER (E&M)-WATER
K.W. & S.B.

WITNESSES:

1. *[Signature]*
At-Hannan Builders
2. *[Signature]*
H. K. Kalia & Co. Builders



STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS
(For Contracts Costing up to Rs.2.5 Million)

(Press Tender)

(S. No.1)

-: Name of work: -

REPAIR, MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS
OF M.V. PANEL 11 KVA AT 40 MGD PUMP HOUSE,
PIPRI (P&F) DIVISION, KW&SB. (Part - II)

Name of Office

**PIPRI (PUMPING & FILTER) DIVISION,
KW&SB**

Near Steel Town, National Highway, Pipri, Bin Qasim
Resident Engineer, Contact # 0334-3345244

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.



KARACHI WATER & SEWERAGE BOARD
FINANCE DEPARTMENT
RECEIPT

Receipt No: 189

Book No: 92

Date: 05-05-2014

Received Pay Order No: 9809043 Dated: 02-04-2014

of A.B.L Bank Wali Cantt. K.H.C. Branch

for Rs. 2500/- (Rupees) Two thousand Five Hundred

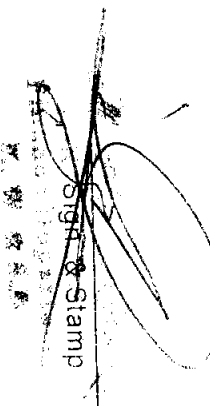
in favour of H. K. Brothers,

on account of cost of quotation / tender documents for the work of Repair Maintenance

and Replacement of Defective Parts of M.V.

Done L.M.R.V. at 401/50 Campbell House


Hydr. (W.F.) Division, K.W.S.B (Part-1)


 Sign & Stamp

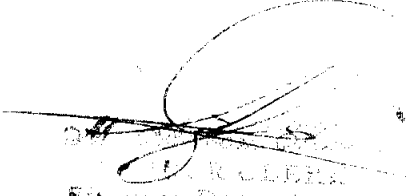
- (a)
- (b)
- (c)
- (d)
- (e)
- (f)
- (g)
- (h)
- (i)
- (j)

BIDDING DATA

- (a). Name of Procuring Agency: Pipri (Pumping & Filter) Division, KW&SB
- (b). Brief Description of Work: REPAIR, MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS OF M.V. PANEL 11 KVA AT 40 MGD PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB. (Part - II).
- (c). Procuring Agency Address: Pipri Filter Plant, near Steel Town, National Highway, Pipri, Bin Qasim.
- (d). Estimate Cost: On Item rate basis.
- (e). Amount of Bid Security : 02% of Bid amount.
- (f). Period of Bid validity : 90 Days
- (g). Security Deposit (including Bid Security) : 10%
- (g). Venue, Time and Date of Bid Opening : The Tender in sealed cover superscribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D), Room No.5 at Block "E", 9th Mile, Karsaz Karachi on 12.05.2014 at 02.30 PM by Tender Opening Committee.
- (h). Deadline for submission of Bid along with time. : 12.05.2014 at 2:00 PM.
- (i). Time for completion from From written order commence : 15 Days
- (j). Liquidity damage : 0.5% of Bid Cost per day of delay
- (k). Bid issued to Firm : M/s. H.R. Brothers
- (l). Deposit Receipt No. & Date: R.No. 89, DT: 05-5-2014
- Amount : Rs.2,500/=


Resident Engineer
Pipri (Pumping & Filter) Division
KW&SB




Authority issuing bidding Document

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

- (A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.




Clause -18: Financial Assistance /Advance Payment.

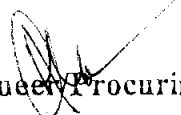
- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/ utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Contractor 

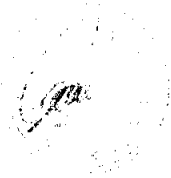

Divisional Accountant


Executive Engineer, Procuring Agency

RASHID AHMED BALOCH

EVALUATION CRITERIA OF THE TENDER UPTO 2.5 MILLION

1. Contractor having NTN and copy must be available with the Tender. In case of supply item the GST Registration must be available with Tender.
2. The Pay Order of Bid security as mentioned in NIT and must be available with the Tender.
3. Experience certificate of similar nature of job must be available with the Tender.
4. Similar nature of Bidding Document from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
5. Rate must be quoted in Figure & Words by Contractor.
6. Bid shall be properly signed by Contractor with stamped, address and Contact No.
7. Conditional bid cannot be accepted.
8. Bid must be submitted in sealed cover.
9. Contractor firm cannot be debarred in KW&SB.



NAME OF WORK:- REPAIR, MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS OF M.V. PANEL II KVA. AT 40 MGD PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB. (Part - II).

(B) Description and rate of Items based (On Item rate basis)

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
1.	04 Nos.	P/F of 3C x 120mm ² Termination Kit for MV Cable 11000Volts of Recon / USA Imported Quality.	20000	Twenty thousand	Each	80000
2.	03 Jobs	Servicing Charges for dismantling the existing damaged Panel Complete.	13000	Thirteen thousand	Job	39000
3.	03 Jobs	Servicing Charges of Installation of Cable Termination. 3C x 120mm ² of 11000Volts. at MV Panels Complete.	45000	Forty five thousand	Job	135000
4.	01 Job	Servicing charges for Testing & Commissioning of MV Panel of 11000Volts Complete for 05 Panels.	25000	Sixty five thousand	Job	25000
5.	02 Sets	P/F Current Transformer 50/5, Feco / Siemens, Germany, Class 15VA. Complete.	15000	one hundred fifty thousand	Set	30000
6.	45 Nos.	P/F High resistant H.T. Insulator Ariva / Emco, Imported, Size 60 x 110mm 10,000 Mega ohms Complete.	11500	eleven thousand five hundred	Each	517500
7.	05 Jobs	Complete Servicing & overhauling of H/T Main Incoming / Outgoing Trolley, Alstom type VAA/5012/12-2, 1250 KVA / 20KA Complete.	40000	forty thousand	Job	200000
8.	05 Sets	P/F Potential Transformers 11000 / 110, Feco / Siemens Imported High Quality for M.V. Panel. Complete.	224000	two hundred twenty four thousand	Set	1120000

Total: Rs: 2456500

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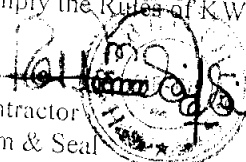
Resident Engineer

I/We hereby quoted Rs. 2456500 execution of above work and I/ We hereby undertaking accept all clauses of SPPR-2010 and comply the Rules of KW&SB.

Signature of Contractor
With name of firm & Seal

Address DP 31/4 Sector 28
Industrial Area Near P. S. K. S. Road

Contact # _____



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Add. Dy. Internal Auditor (Member)

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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. K. W. & S. B.
- 2) PROVINCIAL / LOCAL GOVT. / OTHER Local Govt Deptt.
- 3) TITLE OF CONTRACT: Complete Overhauling of Deep Well Turbine Pump 12-S. MGD at 4th Phase of Deep Well Turbine Pump (P.P.D) D. K.W. & S.B.
- 4) TENDER NUMBER Serial No: 19936
- 5) BRIEF DESCRIPTION OF CONTRACT -
- 6) FORUM THAT APPROVED THE SCHEME M.D. K.W. & S.B.
- 7) TENDER ESTIMATED VALUE Rs. 1400000/-
- 8) ENGINEER'S ESTIMATE (For civil works only) -
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) (10) Days
- 10) TENDER OPENED ON (DATE & TIME) 12-05-2014
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) (02)
- 12) NUMBER OF BIDS RECEIVED (02)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS (02)
- 14) BID EVALUATION REPORT (Enclose a copy) Already Submitted
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. AARM Construction
- 16) CONTRACT AWARD PRICE Rs. 15,19,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).
① M/s. AARM Construction Rs. 15,19,000/-
② M/s H.R. Brothers Rs. 15,30,000/-

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

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE 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 M.D. KWE SB.

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?
Yes No

21) ADVERTISEMENT :

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

Yes	<input checked="" type="checkbox"/>	<u>Serial No 19936</u>	<input type="checkbox"/>
No	<input type="checkbox"/>		<input type="checkbox"/>

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

Yes	<input checked="" type="checkbox"/>	<u>Daily e The News</u> <u>ASAS: dt. 20-4-2014</u> <u>& Rozname Kairawal 21-4-2014</u>	<input type="checkbox"/>
No	<input type="checkbox"/>		<input type="checkbox"/>

22) NATURE OF CONTRACT
Domestic Local Int.

23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)
Yes No

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)
Yes No

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?
Yes No

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?
Yes No

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)
Yes No

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?
Yes No

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

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)
Yes No

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

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

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

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

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

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

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

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

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

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

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

Signature & Official Stamp
Authorized Officer


BASHIR AHMED BALOCH
Resident Engineer
Pipri (Pumping & Filter) Division
K.W. & S.B.

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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OFFICE OF THE CHIEF ENGINEER (E&M)-W
KARACHI WATER & SEWERAGE BOARD

No. KW&SB/CE/E&M-W/2014/477/
Dated: 10-06-2014

M/s. AARM Construction,
Contractor,
Karachi.

LETTER OF ACCEPTANCE / SANCTION LETTER

SUBJECT:- COMPLETE OVERHAULING OF DEEP WELL TURBINE PUMP 12.5
MGD AT 4TH PHASE PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB

On behalf of the employers, it is notified that following the approval of the Managing Director, KW&SB vide Para-32/N, your bid for the subjected work is hereby accepted for the sum of Rs.15,19,000/= (Rupees Fifteen Lac Nineteen Thousand only) as worked out / evaluated by Procurement / Evaluation Committee-I vide Para-44/N and financially concurred by Finance Department, KW&SB vide Para-48 to 57/N duly approved by M.D., KW&SB vide Para-60/N. The expenditure is chargeable to B.G. No.6024-16 for the financial year 2013-2014.

There is now binding contract between KW&SB and M/s. AARM Construction.


In accordance with the existing practice in vogue in KW&SB, you are required to enter in to and execute a Contract agreement. This agreement shall be signed by the employer and M/s. AARM Construction.

Provide with the 02% @ Rs.15,19,000/= of above cost as performance security in accordance with existing clause of SPPR Rules-2010 in shape of Bank Guarantee / Pay order or Bank Draft from any scheduled Bank of Pakistan.

You are therefore, directed to contact Resident Engineer, Pipri (P&F) Division Office for execution of Agreement, the value of Stamp paper will be Rs.4,560/= @ 0.30% of sanctioned cost which should be produced by you.

All correspondence onward shall be carried out through Superintending Engineer (P&F)-4, KW&SB.

In case of failure, the Letter of Acceptance / Sanction Letter shall be stand cancelled.


(Noor Muhammad Chohan)
Chief Engineer (E&M)-W
K. W. & S. B.

Copy to:-

1. The D.C.E. (E&M)-W, KW&SB.
2. The S.E.(P&F)-4, KW&SB. With directives to abide all codal formalities under Rules SPPR-2010 before submission of Bill. Original work file of the above subjected work is enclosed herewith.
3. The Director Accounts, KW&SB.
4. The A.D. (LFA), KW&SB.
5. Office copy.



**OFFICE OF THE RESIDENT ENGINEER
PIPRI (PUMPING & FILTER) DIVISION**

NO:RE/P(P&F)D/WO-2013-14/ 334
DATED: 13/06/2014

**M/s. AARM Costruction,
Contractor,
KARACHI.**

WORK ORDER

**SUBJECT:- COMPLETE OVERHAULING OF DEEP WELL TURBINE PUMP 12.5
MGD AT 4TH PHASE PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB.**

Ref:- Your Tender dated: 12.05.2014.

Your tender (On Item rate basis) invited through Press / website under SPPRA-2010, on the above subject work as evaluated/ recommended by the procurement / Evaluation Committee- I, KW&SB amounting to Rs: 15,19,000/-, as per of your quoted amount has been accepted by the competent authority being the first lowest bidder. The Finance Department, KW&SB has already concurred in and booked amounting to Rs: 15,19,000/- Rupees(Fifteen Lacs Nineteen Thousand Only), duly approved by the Managing Director KW&SB. The expenditure will be chargeable against the B.G. No. 6024-16 for the year 2013-2014.

The work will be carried out under the supervision of AEE / Engineer incharge, 4th Phase & 40 MGD Pump House Pipri (P&F) Division. You are requested to contact him for receiving instruction and for completing required formalities for start of work and work will be started from the date of issue / receiving of this work order, and period for completion of work is within (10) days.

(Signature)
13/06/14

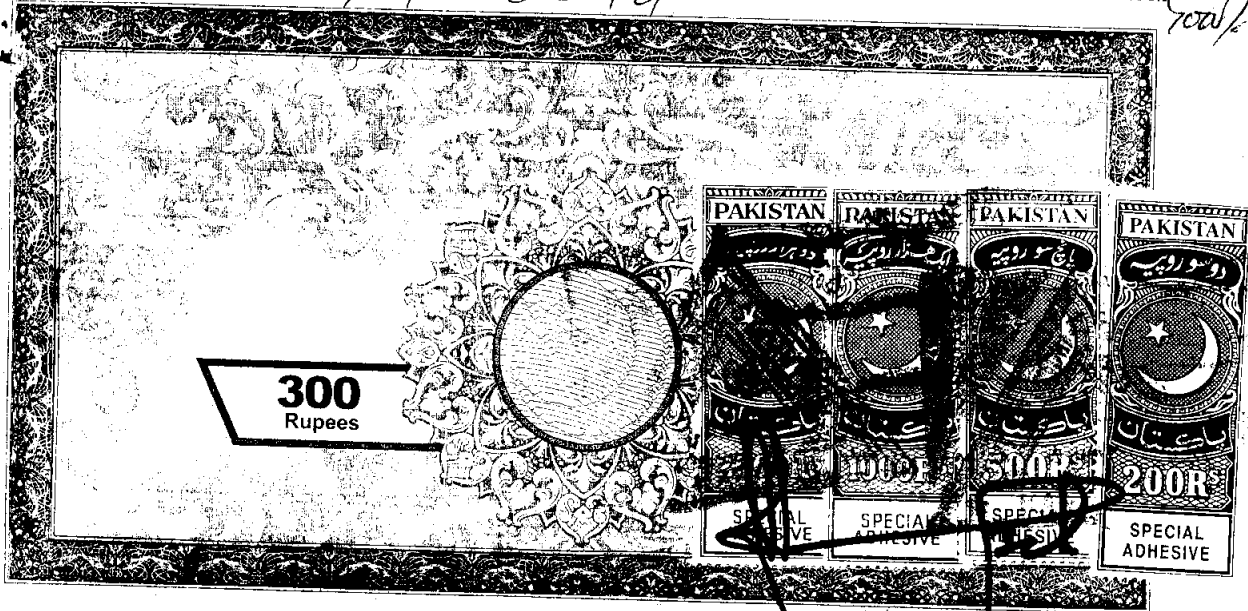
(Bashir Ahmed Baloch)
RESIDENT ENGINEER
PIPRI PUMPING & FILTER DIVISION
K W & S B

COPY TO:

1. THE CE (E&M)-W, KW&SB.
2. THE DY. CE (E&M)-W, KW&SB.
3. THE SE (P&F)-IV, KW&SB.
4. THE AEE, (E&M) 4th Phase & 40MGD Pump House Pipri.
5. OFFICE COPY.
6. MASTER FILE.



real



Full Name of the Member
House No. 88, Street No. 4, Karim, P.O.
Shah-e-Faisal Block 14, Karachi
170786
Through Zohaib Ahmed Khan
Advocate

09 JUN 2014

AGREEMENT

Between

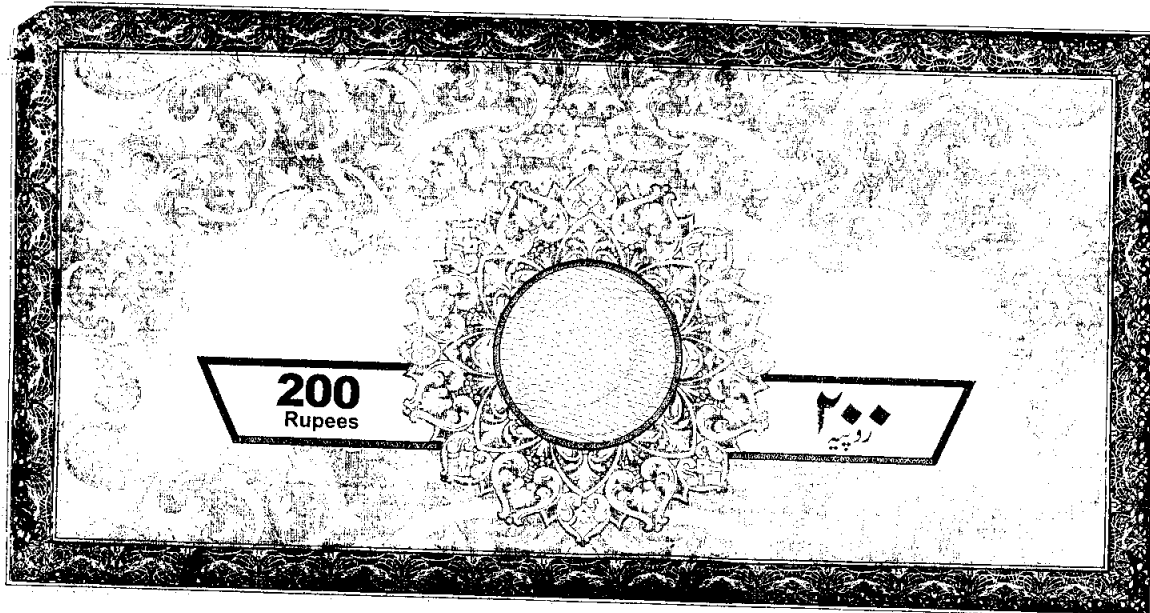
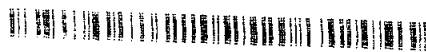
**M/s. AARM Construction,
and**

Karachi Water & Sewerage Board.

This agreement made on this _____ day of _____ 2014, between Karachi Water & Sewerage Board, Block-B, 9th Mile Shakra-e-Faisal, Karsaz, Karachi, through its Chief Engineer (E&M)-Water / S.E. (P&F)-IV, KW&SB, hereinafter called the Board (hereinafter called the employer of the one part) and M/s. AARM Construction, Karachi, hereinafter called the Contractor of the other part.

Whereas the KW&SB has accepted the Contractor's Tender here unto Annexed and marked 1/2 dated: 12.05.2014 for the work of "COMPLETE OVERHAULING OF DEEP WELL TURBINE PUMP 12.5 MGD AT 4TH PHASE PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB". Estimated cost: (On Item rate basis) under SPPR-2010. The total sanctioned amount is Rs.15,19,000/= (Rupees Fifteen Lac Nineteen Thousand only) as evaluated / recommended by

(Handwritten signatures)



S.M. NAJAM Stamp Vendor

Office No. 146, Shop No. 1/A, Karim
Road-14, Civic Centre Gulshan-e-Ahwal, Karim

05 JUN 2014

S.No. 56886 Date

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS **Shakil Ahmed**

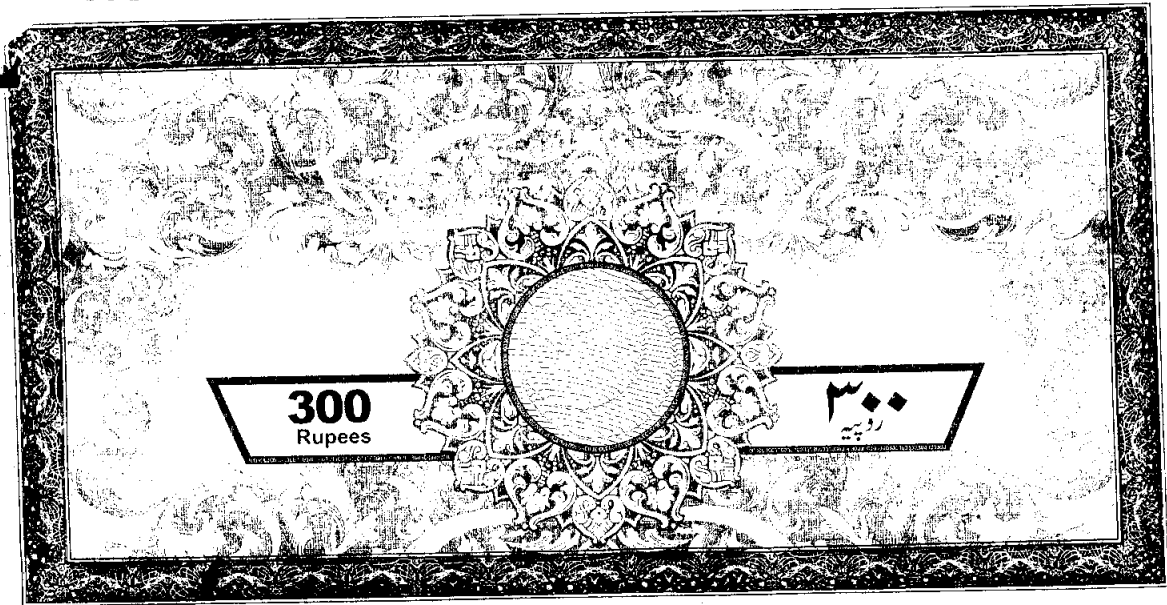
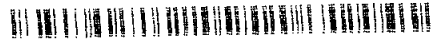
PURPOSE **Advocate's Ldg. No. 1738**

PAID BY **Shakil Ahmed** ATTACHED

Procurement / Evaluation Committee-I, KW&SB vide Para-44/N and financially concurred by the Finance Department, KW&SB vide Para-48 to 57/N duly approved by the Managing Director, KW&SB vide Para-60/N as per Contractor's quoted amount, the amount put to tender. According to the specifications and general terms and conditions vide Para-7&8 CPWA Code duly signed by the Contractor have made them fully acquainted with its meanings.

WHEREAS 10% Security Deposit (02% Earnest Money on Quoted amount is deposited by Contractor in favour of KW&SB) will be deducted from the Contractor's bill and such amount have given a lien over as security for the due fulfillment of the contract and the Contractor abide all the terms and conditions and aforesaid specification of the tender. Security Deposit deducted to be refunded after three months of satisfactory completion of the work.

The payment to be made by KW&SB to the contractor as per prevailing legal / codal practice



Stamp Vendor
 Shop No. 35, Street No. 5, Karam Pura,
 100 Feet Ring Road, Block 11, Karimnagar
 (70617)
ABDUL REHMAN KHAN
 ADVOCATE
 Karamnagar

06 JUN 2014

The Contractor due hereby bind themselves their heirs successors / legal representatives and assignee to pay 0.5% of Bid Cost per day of delay to the KW&SB or such smaller amount fixed by the competent authority. The time for completion of this work is within (10) Days.

IN WITNESS WHEREOF the said parties have set their respective hands on this _____ day _____, 2014.

[Signature]
 M/s. AARM Construction,
 (Contractor)

[Signature]
 RESIDENT ENGINEER
 PIPRI (P&F) DIVISION,
 KW&SB

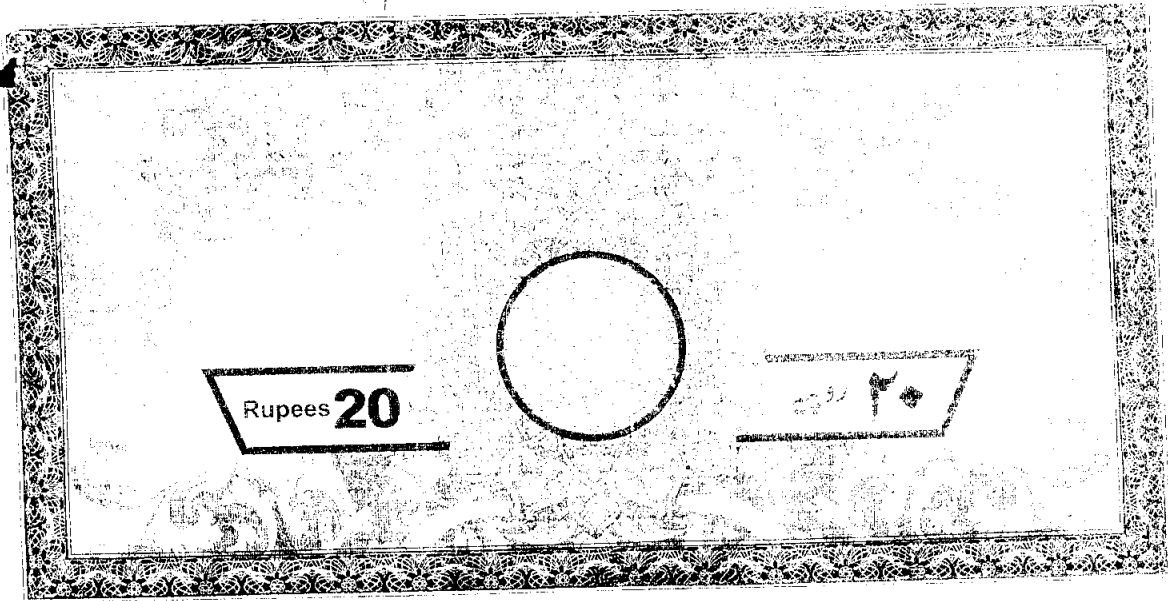
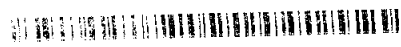
[Signature]
 SUPERINTENDING ENGINEER
 (PUMPING & FILTER)-IV,
 KW&SB

[Signature]
 CHIEF ENGINEER (E&M)-WATER
 K.W. & S.B.

WITNESSES:

1. *[Signature]*
 Ali-Hannan Siddiqui
2. *[Signature]*
 Mr. Rehat Lodspes

55247



AAMIR ALI STAMP VENDOR
 Licence No. 46, Seat No. , City Court Karachi.
 C. No. **133225** DATE **10 E JUN 2014**
 ISSUED TO WITH ADDRESS
 BROUGHT WITH ADDRESS **SHAB ALAM**
 PURPOSE **ADVOCATE KBA-2199**
 VALUE (ATTESTED)
 STAMP VENDOR'S SIGNATURE

AGREEMENT

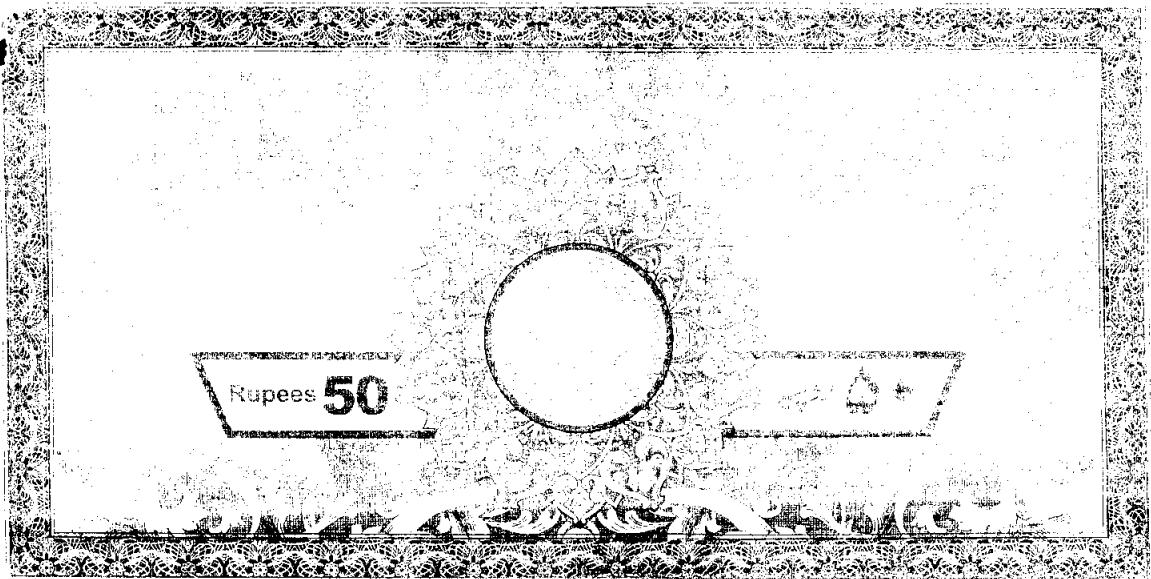
Between

**M/s. AARM Construction
and
Karachi Water & Sewerage Board.**

Name of Work:- **COMPLETE OVERHAULING OF DEEP WELL TURBINE
PUMP 12.5 MGD AT 4TH PHASE PUMP HOUSE, PIPRI (P&F)
DIVISION, KW&SB**

[Signature]
**M/s. AARM Construction,
(Contractor)**

[Signature]
**RESIDENT ENGINEER
PIPRI (P&F) DIVISION,
KW&SB**



SHAHID SALEEM Stamp Vendor
Licence No 76 Shop No 3 Karim Plaza
Gulshan-e-Iqbal Block-14, Karachi

06 JUN 2014

Sl No. 170627 Date 06 JUN 2014
Issued To With Address
Through With Address MASHMI
Purpose ADVOCATE
Value Rs. Attached
Stamp Vendor's Signature

AGREEMENT

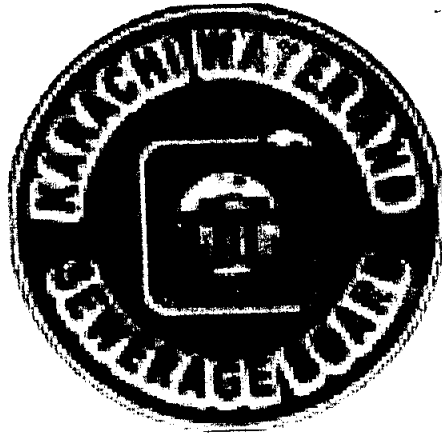
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Name of Work:- COMPLETE OVERHAULING OF DEEP WELL TURBINE
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DIVISION, KW&SB

M/s. AARM Construction,
(Contractor)

RESIDENT ENGINEER
PIPRI (P&F) DIVISION,
KW&SB



STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS
(For Contracts Costing up to Rs.2.5 Million)

(Press Tender)

(S. No.2)

-: Name of work: -

COMPLETE OVERHAULING OF DEEP WELL TURBINE PUMP
12.5 MGD AT 4TH PHASE PUMP HOUSE, PIPRI (P&F) DIVISION.
KW&SB.

Name of Office

PIPRI (PUMPING & FILTER) DIVISION,
KW&SB

Near Steel Town, National Highway, Pipri, Bin Qasim
Resident Engineer, Contact # 0334-3345244

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.



KARACHI WATER & SEWERAGE BOARD

FINANCE DEPARTMENT

RECEIPT

53

Receipt No.: _____

Book No.: 92

Date: 30-04-2014

Received Pay Order No.: 7675481 Dated: 22-01-2014

of U.B.L. Bank Alami Cantonment KHE Branch

for Rs. 1500/- (Rupees) ONE THOUSAND FIVE HUNDRED

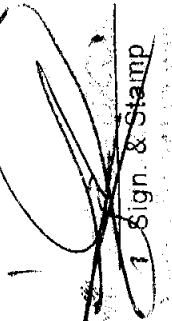
in favour of KW&SB from M/s.: ARM Construction

on account of cost of quotation / tender documents for the work of Complete Overhauling

of Deep Well. Fairbairn Pump. 12.5 MG.

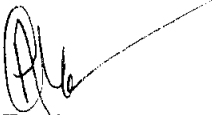
at 47th Phase. Pump House. Piproc (P&E)

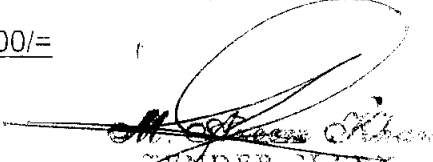
Division. KWSB


1 Sign. & Stamp

BIDDING DATA

- (a). Name of Procuring Agency: Pipri (Pumping & Filter) Division, KW&SB.
- (b). Brief Description of Work: COMPLETE OVERHAULING OF DEEP WELL TURBINE PUMP 12.5 MGD AT 4TH PHASE PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB.
- (c). Procuring Agency Address: Pipri Filter Plant, near Steel Town, National Highway, Pipri, Bin Qasim.
- (d). Estimate Cost: On Item rate basis.
- (e). Amount of Bid Security : 02% of Bid amount.
- (f). Period of Bid validity : 90 Days.
- (g). Security Deposit (including Bid Security) : 10%
- (g). Venue, Time and Date of Bid Opening : The Tender in sealed cover superscribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D), Room No.5 at Block "E", 9th Mile, Karsaz, Karachi on 12-05-2014 at 02.30 PM by Tender Opening Committee.
- (h). Deadline for submission of Bid along with time. : 12.05.2014 at 2:00 PM.
- (i). Time for completion from From written order commence: 10 Days
- (j). Liquidity damage : 0.5% of Bid Cost per day of delay
- (k). Bid issued to Firm : M/s. AARM Construction
- (l). Deposit Receipt No.& Date: R. No. 53, DT: 30-4-2014
Amount: : Rs.1,500/=


Resident Engineer
BASIM AHMED BAFLOOH
Resident Engineer
Pipri (Pumping & Filter) Division
K.W. & S.B.


TENDER CLERK
Finance Department
Authority issuing Bidding Document.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

- (A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

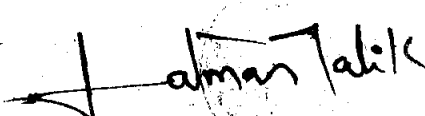
Clause -18: Financial Assistance /Advance Payment.


- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.


Divisional Accountant


Contractor


Executive Engineer/Procuring Agency

BASMIR AHMED BALOCH
Resident Engineer
Water Supply & Sewerage
K.W. & S.S.

EVALUATION CRITERIA OF THE TENDER UPTO 2.5 MILLION

1. Contractor having NTN and copy must be available with the Tender. In case of supply item the GST Registration must be available with Tender.
2. The Pay Order of Bid security as mentioned in NIT and must be available with the Tender.
3. Experience certificate of similar nature of job must be available with the Tender.
4. Similar nature of Bidding Document from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
5. Rate must be quoted in Figure & Words by Contractor.
6. Bid shall be properly signed by Contractor with stamped, address and Contact No.
7. Conditional bid cannot be accepted.
8. Bid must be submitted in sealed cover.
9. Contractor firm cannot be debarred in KW&SB.

NAME OF WORK:- COMPLETE OVERHAULING OF DEEP WELL TURBINE PUMP 12.5 MGD AT 4TH PHASE PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB.

(B) Description and rate of Items based (On Item rate basis)

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
1.	02Jobs	Complete overhauling, repair & maintenance of 12.5 MGD, Deep Well Turbine Pump specified as Make KSB Pumps Company Limited. Type : SNZ 500-480, Year 1986. Pump Sr.No.751365, the work includes:- i). Spacer Sleeve. ii). Shaft protecting Sleeves. iii). Angular Rings. iv). Bearing Spider. v). Thurst and General Bearing. vi). Intermediate Shaft. vii). Pump Shaft. viii). Top Shaft. By replacing the defective parts make the job perfect as directed by Engineer incharge.	759500	SEVEN LAC FIFTY NINE THOUSAND FIVE HUNDRED ONLY	Job	1519000
Total: Rs:						1519000

I/We hereby quoted Rs. 1519000 execution of above work and I/We hereby undertaking accept all clauses of SPPR-2010 and comply with the Rules of KW&SB.

Jalman Malik
Signature of Contractor
With name of firm & Seal

Address AARM CONSTRUCTION

Contact # 0321-227712

A.O. (Admin) / Member Secretary

S.E. (Admin) / Member

Advt. In-charge / Internal Audit-KMC

S.E. (KMC) / Member

PA / P&F / Member

Bashir Ahmed Baloch
Resident Engineer
BASHIR AHMED BALOCH
Resident Engineer
Pipri (Pumping & Filter) Division

1-Tender/Quotation received in sealed cover and open by Tender Opening Committee.
2- No cutting or overwriting found or overwriting found.
3- Contractor has enclosed the amount of bid Rs. 762,7884 @ 28000/- No. 031/11/16 Drawn on 031/11/16
4- Contractor AARM Construction has quoted 1519000/- (Rupees... Five Lacs Seventy Nine Thousand)



KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE CHIEF ENGINEER (IP&D)


BID EVALUATION REPORT

1	Name of Procuring Agency	KARACHI WATER & SEWERAGE BOARD
2	Tender Reference No	KWSB/DIR/2014/76 INF-KRY-1350/14 (i) Daily "The News" ,(ii) Daily "ASAS", dated" 20-04-2014, (iii) Daily "Roznama Kainaat" on dated : 21-04-2014, and SPPRA website vide Serial No. _____ I.D No. _____/2014
3	Tender Description/Name of Work/Item	REPAIR, MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS OF M.V. PANEL 11 KVA AT 40 MGD PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB.(PART-II)
4	Method of Procurement	Single Stage (One Envelop)
5	Tender Published	Through Website/Press
6	Total Bid Documents Sold	2 Nos
7	Total Bid Received	2 Nos
8	Technical Bid Opening Date (if applicable)	N/A .
9	No. of Bid Technically Qualified (if applicable)	N/A .
10	Bid (s) rejected	N/A
11	Financial Bid Opening Date	12/5/2014

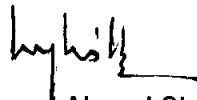
S #	NAME OF FIRM OR BIDDER	COST OFFERED BY THE BIDDERS	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE/ REJECTION	REMARKS
1	M/s. H.R Brothers	Rs. 2,456,500/-	1st Lowest	@ 1.381% Below	Substantially Responsive	P.O # 7675980 Dt: 25/03/2014 Rs.27,150/- UBL Malir Cantonment Br P.O # 7676150 Dt: 17/04/2014 Rs.22,000/- UBL Malir Cantonment Br
2	M/s. AARM Construction	Rs. 2,583,325/-	2nd Lowest	@ 3.710% Above	Substantially Responsive	P.O # 9809238 Dt: 17/04/2014 Rs.41,520/- HBL Malir Cantt Br P.O # 9809128 Dt: 08/04/2014 Rs.16,500/- HBL Malir Cantt Br

The all concerned bidder are being informed accordingly.

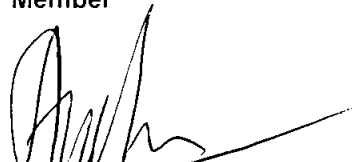
The E.E Concerned for compliance of rule 45 of SPPRA 2010 M/s. H.R Brothers declared as the lowest responsive bidder by the Committee and recommended for Sanction from Competent Authority.


(Tariq Akber Khan)
Accounts Officer (E&M-W)
Member/Secretary


(Saif-ul-Haque)
Additional Director Internal
Audit - KMC Member


(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member


(Noor Muhammad Chohan)
Chief Engineer (E&M-W)
Member


(Abdul Rahim Khattai)
Chief Engineer (IPD),
(Convener)

NIT Sr. No.

Method of Procurement: Single Stage Single Envelope.

Name of Work: REPAIR, MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS OF M.V. PANEL 11 KVA AT 40 MGD PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB. (PART-II) MINUTES OF BID OPENING MEETING.

A meeting of the procurement committee of this department was held on 12-05-2014 for opening the bids received in respect of subject NIT till deadlines of submission. The meeting was attended by all / following members of the procurement committee and the representative of bidders. (Attendance sheet is enclosed).

2. Two bidders submitted their bids till the deadline of submission.

- i. M/s. H.R Brothers
- ii. M/s. AARM Construction

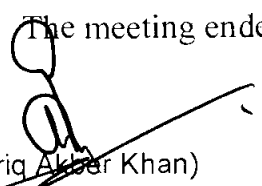
3. The bids were opened at 2:30 P.M in the presence of the above mentioned participants and the rates quoted by bidders were read aloud and encircled by Chairman of the Procurement Committee.


S. No	Name of Firm	Quoted Price	Amount of Bid Security	Pay Order No. / Date
01	M/s. H.R Brothers	Rs. 2,456,500/-	Rs.49,150/-	P.O # 7675980 Dt: 25/03/2014 UBL Malir Cantonment Br P.O # 7676150 Dt: 17/04/2014 UBL Malir Cantonment Br
02	M/s. AARM Construction	Rs. 2,583,325/-	Rs.58,020/-	P.O # 9809238 Dt: 17/04/2014 HBL Malir Cantt Br P.O # 9809128 Dt: 08/04/2014 HBL Malir Cantt Br


4. The bids do not contain any over-writing or cutting.

5. The committee shall examine all the bids as per the qualification / eligibility criteria provided in the bidding document and verify the documents and bid security submitted by the bidders (if required).

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


(Tariq Akbar Khan)
Accounts Officer (E&M-W)
Member / Secretary


(Saif-ul-Haque)
Additional Director Internal
Audit – KMC Member


(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member


(Noor Muhammad Chohan)
Chief Engineer (E&M-W)
Member


(Abdul Raheem Khattai)
Chief Engineer (IPD)
Convener

BIDDERS QUALIFICATION REPORT
Rule-46(i) (a) Single Stage One Envelope Procedure

Opening Date: 12-05-2014

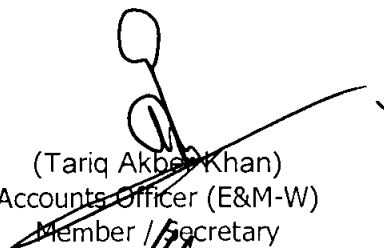
Name of Work: **REPAIR, MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS OF M.V. PANEL 11 KVA AT 40 MGD PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB. (PART-II)**

Name of Bidder **M/s. H.R Brothers**

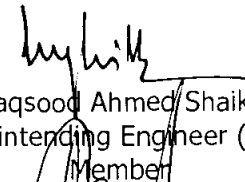
S.No	Eligibility	Yes	No
1	Relevant experience	✓	X
2	Turnover Statement	✓	X
3	Registration with Income Tax	✓	X
4	Registration with Sales Tax where applicable.	✓	—

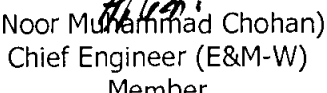
Name of Bidder **M/s. AARM Construction**

S.No	Eligibility	Yes	No
1	Relevant experience	✓	X
2	Turnover Statement	✓	X
3	Registration with Income Tax	✓	X
4	Registration with Sales Tax where applicable.	✓	—


 (Tariq Akber Khan)
 Accounts Officer (E&M-W)
 Member / Secretary


 (Saif-ul-Haque)
 Additional Director Internal
 Audit – KMC Member


 (Maqsood Ahmed Shaikh)
 Superintending Engineer (KMC)
 Member



 (Noor Muhammad Chohan)
 Chief Engineer (E&M-W)
 Member

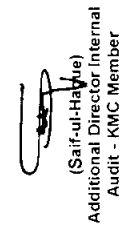

 (Abdul Raheem Khatti)
 Chief Engineer (IPD)
 Convener

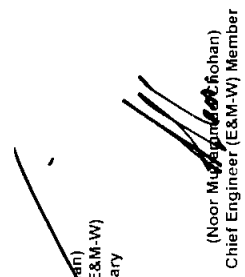
COMPARATIVE STATEMENT

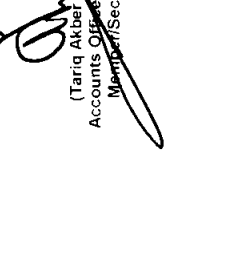
**NAME OF WORK: REPAIR, MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS OF M.V. PANEL 11 KVA AT 40 MGD PUMP HOUSE, PIPRI (P&F)
DIVISION, KW&SB, (PART-II)**

S.No	Description of Work	Engineer's Estimate			M/s. H.R Brothers		M/s. AARM Construction		
		Quantity	Rate	Unit	Amount	Rate	Amount	Rate	Amount
1	P/F of 3C X 120 mm ² Termination kit for MV cable 11000 Volts of Recom/USA Imported Quality	4.00	23,294.00	Each	93,176.00	20,000.00	80,000.00	21,000.00	84,000.00
2	Servicing charges for dismantling the existing damaged panel. Complete.	3.00	10,910.00	p/job	32,730.00	13,000.00	39,000.00	13,650.00	40,950.00
3	Charges of installation of cable Termination 3C X 120 mm ² of 11000 volts at MV panel of 11000 Volts Complete for 05 Panels	3.00	44,730.00	p/job	134,190.00	45,000.00	135,000.00	47,250.00	141,750.00
4	Servicing charges for testing & commissioning of MV panel of 11000 Volts Complete for 05 Panels	1.00	67,560.00	p/job	67,560.00	65,000.00	65,000.00	68,250.00	68,250.00
5	P/F Current transformer 50/5, Feco/Siemens, Germany, Class 15 V/A complete	2.00	154,000.00	P/Set	308,000.00	150,000.00	300,000.00	160,000.00	320,000.00
6	P/F High resistant H.T Insulator Anval/Emco/Imported, Size 60 X 110mm 10,000 Complete Servicing & overhauling of H/T main	45.00	12,000.00	Each	540,000.00	11,500.00	517,500.00	12,075.00	543,375.00
7	Incoming/Outgoing trolley, Alstom type VAA/5012/12	5.00	38,050.00	p/job	190,250.00	40,000.00	200,000.00	42,000.00	210,000.00
8	P/F Potential Transformers 11000/110, Feco/Siemens Imported High Quality for M.V Panel	5.00	225,000.00	P/Set	1,125,000.00	224,000.00	1,120,000.00	235,000.00	1,175,000.00
	Sav				2,490,906.00		2,456,500.00		2,583,325.00


(Tariq Akber Khan)
Accounts Officer (E&M-W)
Member/Secretary


(Saif-ur-Haque)
Additional Director Internal
Audit - KMC Member


(Noor Muhammad Khan)
Chief Engineer (E&M-W) Member


(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member


(Abdul Rahim Khattai)
Chief Engineer (IPB), (Convener)



KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IP&D)

BID EVALUATION REPORT

1	Name of Procuring Agency	KARACHI WATER & SEWERAGE BOARD
2	Tender Reference No	KWSB/DIR/2014/76 INF-KRY-1350/14 (i) Daily "The News" ,(ii) Daily "ASAS", dated" 20-04-2014, (iii) Daily "Roznama Kainaat" on dated : 21-04-2014, and SPPRA website vide Serial No. 19936 I.D No. /2014
3	Tender Description/Name of Work/Item	COMPLETE OVERHAULING OF DEEP WELL TURBINE PUMP 12.5 MGD AT 4th PHASE PUMP HOUSE , PIPRI (P&F) DIVISION,KW&SB.
4	Method of Procurement	Single Stage (One Envelop)
5	Tender Published	Through Website/Press
6	Total Bid Documents Sold	2 Nos
7	Total Bid Received	2 Nos
8	Technical Bid Opening Date (if applicable)	N/A .
9	No. of Bid Technically Qualified (if applicable)	N/A .
10	Bid (s) rejected	N/A
11	Financial Bid Opening Date	12/5/2014

12 Bid Evaluation Report

S #	NAME OF FIRM OR BIDDER	COST OFFERED BY THE BIDDERS	RANKING IN TERMS OF COST	COMPARISDN WITH ESTIMATED COST	REASON FOR ACCEPTANCE/ REJECTION	REMARKS
1	M/s. AARM Construction	Rs. 1,519,000/-	1st Lowest	@ 8.50% Above	Substantially Responsive	P.O # 7627884 Dt: 25/03/2014 Rs.28,000/- UBL Model Colony Br P.O # 7676033 Dt: 03/04/2014 Rs.2,500/- UBL Malir Cantonment Br
2	M/s. H.R Brothers	Rs. 1,530,000/-	2nd Lowest	@ 9.285% Above	Substantially Responsive	P.O # 7675612 Dt: 24/01/2014 Rs.30,750/- UBL Malir Cantonment Br

The all concerned bidder are being informed accordingly.

The Committee Concerned for compliance of rule 45 of SPPRA 2010 M/s. AARM Construction declared as the lowest responsive bidder by the Committee and recommended for Sanction from Competent Authority.

(Tariq Akber Khan)
Accounts Officer (E&M-W)
Member/Secretary

(Saif-ul-Haque)
Additional Director Internal
Audit - KMC Member

(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member

(Noor Muhammad Chohan)
Chief Engineer (E&M-W)
Member

(Abdul Rahim Khattai)
Chief Engineer (IPD),
(Convener)

NIT Sr. No. 19936

Method of Procurement: Single Stage Single Envelope.

Name of Work: COMPLETE OVERHAULING OF DEEP WELL TURBINE PUMP 12.5 MGD AT 4th PHASE PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB.

MINUTES OF BID OPENING MEETING.

A meeting of the procurement committee of this department was held on 12-05-2014 for opening the bids received in respect of subject NIT till deadlines of submission. The meeting was attended by all / following members of the procurement committee and the representative of bidders.

(Attendance sheet is enclosed).

2. Two bidders submitted their bids till the deadline of submission.

- i. M/s. AARM Construction
- ii. M/s. H.R Brothers


3. The bids were opened at 2:30 P.M in the presence of the above mentioned participants and the rates quoted by bidders were read aloud and encircled by Chairman of the Procurement Committee.

S. No	Name of Firm	Quoted Price	Amount of Bid Security	Pay Order No. / Date
01	M/s. AARM Construction	Rs. 1,519,000/-	Rs.30,500/-	P.O # 7627884 Dt: 25/03/2014 UBL Model Colony Br P.O # 7676033 Dt: 03/04/2014 UBL Malir Cantonment Br
02	M/s. H.R Brothers	Rs. 1,530,000/-	Rs.30,750/-	P.O # 7675612 Dt: 24/01/2014 UBL Malir Cantonment Br

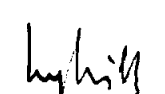
4. The bids do not contain any over-writing or cutting.


5. The committee shall examine all the bids as per the qualification / eligibility criteria provided in the bidding document and verify the documents and bid security submitted by the bidders (if required).

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


(Tariq Akber Khan)
Accounts Officer (E&M-W)
Member / Secretary


(Saif-ul-Haque)
Additional Director Internal
Audit – KMC Member


(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member


(Noor Muhammad Chohan)
Chief Engineer (E&M-W)
Member


(Abdul Raheem Khatti)
Chief Engineer (IPD)
Convener

BIDDERS QUALIFICATION REPORT
Rule-46(i) (a) Single Stage One Envelope Procedure

Opening Date: 12-05-2014

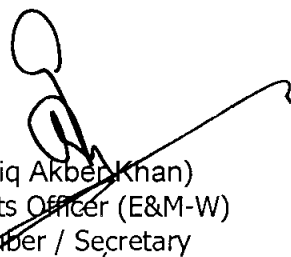
Name of Work: **COMPLETE OVERHAULING OF DEEP WELL TURBINE PUMP 12.5 MGD AT 4th PHASE PUMP HOUSE , PIPRI (P&F) DIVISION, KW&SB.**

Name of Bidder **M/s. AARM Construction**


S.No	Eligibility	Yes	No
1	Relevant experience	✓	X
2	Turnover Statement	✓	X
3	Registration with Income Tax	✓	X
4	Registration with Sales Tax where applicable.	—	—

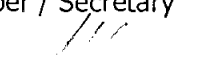
Name of Bidder **M/s. H.R Brothers**

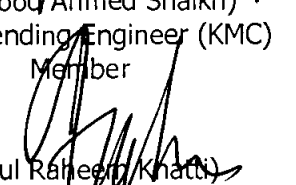
S.No	Eligibility	Yes	No
1	Relevant experience	✓	X
2	Turnover Statement	✓	X
3	Registration with Income Tax	✓	X
4	Registration with Sales Tax where applicable.	—	—


 (Tariq Akber Khan)
 Accounts Officer (E&M-W)
 Member / Secretary


 (Saif-ul-Haque)
 Additional Director Internal
 Audit – KMC Member


 (Maqsood Ahmed Shaikh)
 Superintending Engineer (KMC)
 Member

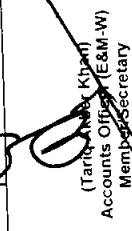

 (Noor Muhammad Chohan)
 Chief Engineer (E&M-W)
 Member

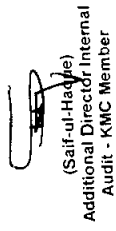

 (Abdul Raheem Khattak)
 Chief Engineer (IPD)
 Convener

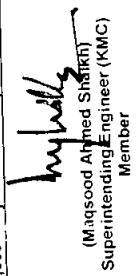
COMPARATIVE STATEMENT

NAME OF WORK: COMPLETE OVERHAULING OF DEEP WELL TURBINE PUMP 12.5 MGD AT 4th PHASE PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB.

S.No	Description of Work	Engineer's Estimate			M/s. AARM Construction		M/s. H.R Brothers		
		Quantity	Rate	Unit	Amount	Rate	Amount	Rate	Amount
1	Complete overhauling, repair & maintenance of 12.5 MGD, Deep well Turbine Pump specified as make KSB Pumps Company Limited. Type: SNZ 500-480, Year 1986. Pump Sr. No. 751365, the work includes:- (i) Spacer Sleeve. (ii) Shaft protecting Sleeves. (iii) Angular Rings (iv) Bearing Spider (v) Thurst and General bearing (vi) Intermediate Shaft (vii) Pump Shaft (viii) Top Shaft By replacing the defective parts make the job perfect as directed by Engineer Incharge	2.00	700,000.00	p/job	1,400,000.00	759,500.00	1,519,000.00	765,000.00	1,530,000.00
	Say		1,400,000.00		1,400,000.00	1,519,000.00	1,519,000.00	765,000.00	1,530,000.00


(Tariq Anwar Khan)
Accounts Officer (E&M-W)
Member Secretary


(Saif-ul-Haque)
Additional Director Internal
Audit - KMC Member


(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member


(Noor Muhammad Chohan)
Chief Engineer (E&M-W) Member


(Abul Fatah)
Chief Engineer (P.D), (Copvent)