

C0014



PROJECT DIRECTORATE  
SHAHEED MUHTARMA BENAZIR BHUTTO TOWN  
Apollo Centre, Near Bahria University, stadium Road, Karachi  
Phone # 021-99240255  
\*\*\*\*\*

No EE/SMBBT/RD-004/2013/02

Dated / 5-01-2013

✓ The Manager (CB),  
Sindh Public Procurement Regulatory Authority,  
Barrack No.8, Sindh Secretariat No.4-A,  
Court Road, Karachi.

Subject: **CONSTRUCTION OF 60' FT. WIDE ROAD 07, 09, 10,15,16 & 17 AT BENAZIR TOWN, DEH MENDIARI, KEMARI TOWN, KARACHI (CONTRACT NO.RD-004).**

Reference: Your letter No. Dir(Enf-I)/C0014/SPPRA(SMBBT)/12-13/7148 dated 02-01-2013  
(SPPRA ID NO.8787/2012)

In compliance of above cited letter, the copy of Integrity Pact as stipulated by Rule-89 of SPP Rule-2010 is enclosed herewith as desired.

In reply of para-2 of the letter, it is to informed that the contract of the subject work was awarded vide acceptance letter (Photo copy enclosed) to the lowest bidder within stipulated period of 90 days.

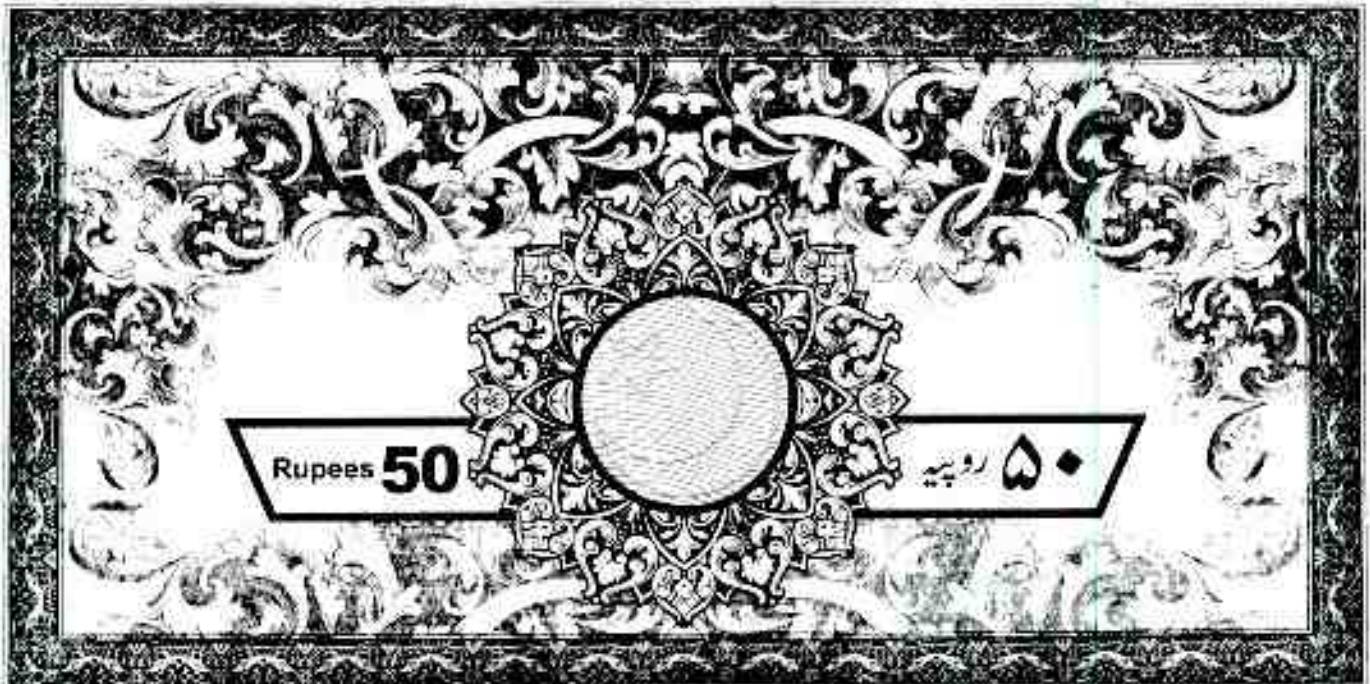
Encl: As above.

  
Executive Engineer  
SMBBT, GOS

Copy forwarded for information:-

1. The Chief Engineer, SMBBT.
2. The Superintending Engineer, SMBBT.
3. P.S to Project Director, SMBBT.

MCA  
SPPRA (Sindh) SECRETARIAT  
No. 8  
Date: 5-1-13  
SMBBT  
Sindh Secretariat No. 4-A  
Court Road, Karachi



4QIB IMP  
 28 AUG 2012  
 6186  
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BL-1  
Appendix-L to Bid

**(INTEGRITY PACT)**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE**  
**BY CONTRACTORS**  
 (FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. **SMBBT/KAR/RD-004/113** Dated: 28-08-2012


Contract Value: **Rs.8,75,83,330/=**

Contract Title: **Const. of 60' wide Roads: 07, 09, 10, 15, 16 & 17, Benazir Bhutto Town, Deh Mendiari, Karachi.**

**M/s. Samad Khan Babar & Co.** hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice

Without limiting the generality of the foregoing, [M/s. Samad Khan Babar & Co.] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not given or agreed to give and shall or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of contract, right, interest, privilege

  
**Executive Engineer**  
**SMBBT Board of Revenue**  
 Karachi, Sindh

  
 Contractor.....**E.E.**









OFFICE OF THE EXECUTIVE ENGINEER  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE/SMBBT/RD-004/113

Dated: 28/08/2012

M/s. Samad Khan Babar & Co,  
C-95, Block-I,  
North Nazimabad, Karachi.

**ACCEPTANCE LETTER**

Subject: **CONSTRUCTION OF 60' FT WIDE ROAD: 07,09,10,15,16 & 17 BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI. (CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/RD-004.)**

The Competent Authority has been pleased to accept your tender amounting to **Rs. 87583330/-** (Rupees Eight Crore Seventy Five Lac Eighty Three Thousand Three Hundred Thirty only) for the above noted work with the terms and conditions as contained in the Bidding/Tender Document.

You are therefore advised to furnish the following documents for execution of contract agreement:

1. Stamp Paper (Non Judicial) of **Rs. 262750/-** being 0.3% of quoted amount of **Rs. 87583330/-**
2. Performance Security of an amount equal to 10% of the total Contract Price in shape of Bank Guarantee from any Scheduled Bank of Pakistan as mentioned in Bidding/Tender Document. The validity period of the same will be one year after the completion of work.
3. Income Tax Clearance Certificate.
4. Professional Tax Certificate.

Copy forwarded for information to:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending Engineer, SMBBT.
4. P.S. to the Project Director, SMBBT.
5. M/s E.A Consulting (Pvt), LTD.

  
Executive Engineer  
SMBBT

*ck*



6-6-12



PROJECT DIRECTORATE  
SHAHEED MUHTARMA BENAZIR BHUTTO TOWN  
Apollo Centre, Near Bahria University, stadium Road, Karachi  
Phone # 021-99240255  
\*\*\*\*\*

No. EE/SMBBT/DRN-001/2013/03

Dated 6-01-2013

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

Subject: **CONSTRUCTION OF DRAINAGE SYSTEM, PLERIPNERAL ROADS, BENAZIR TOWN, DEH MENDIARI, KEMARI TOWN, KARACHI (CONTRACT NO.DRN-001).**

Reference: Notice inviting Bid/tenders published in Daily Dawn (Sr. No.9) dated 09-06-2012 (SPPRA ID NO.8787/2012)

Enclosed please find herewith copy of Integrity Pact as stipulated by Rule-89 of SPP Rule-2010 for the subject work.

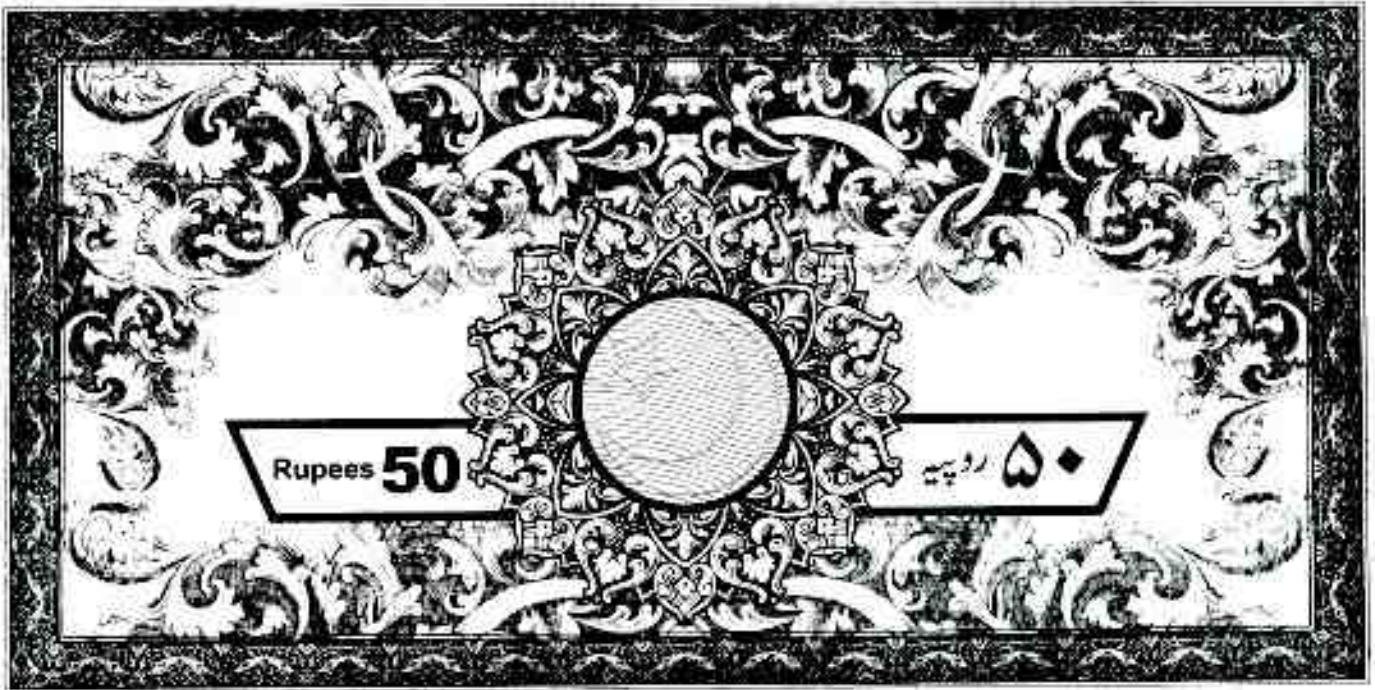
Encl: As above.

Executive Engineer  
SMBBT, GOS

Copy forwarded for information:-

1. The Chief Engineer, SMBBT.
2. The Superintending Engineer, SMBBT.
3. P.S to Project Director, SMBBT.

MLO  
SPRA No. 5642  
Date 16.1.13  
Regd. Sindh Secretariat



Stamp: **SPAMT**  
 License No. *2943*  
 Karachi City  
 Address: *M.A. Jinnah Road*  
 Contact: *996*

27 SEP 2012

BL-1  
Appendix-I to Bid

**(INTEGRITY PACT)**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE**  
**BY CONTRACTORS**  
 (FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. **SMBBT/KAR/DRN-001/02** Dated: **27-09-2012**

Contract Value **Rs.3,09,91,440/=**

Contract Title: **Const. of Drainage System, Peripheral Roads, Benazir Bhutto Town, Deh Mendiari, Karachi.**

M/s. **Kaim Khani Competition Internation (JV) Al-Hamza Enterprises** hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [M/s. **Kaim Khani Competition Internation (JV) Al-Hamza Enterprises**] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not given or agreed to give and shall or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form

*[Signature]*  
 Executive Engineer  
 (BBT (Board of Revenue)  
 Government of Sindh

*[Signature]*  
 Contractee *[Signature]*








**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY  
CONTRACT EVALUATION FORM**

1	NAME OF THE ORGANIZATION	Project Directorate, Shaheed Mohtarma Benazir Bhutto Town in Sindh
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh.
3	TITLE OF CONTRACT	Construction of Drainage System Peripheral Roads Benazir Town, Deh Mandhari, Kemari Town, Karachi.
4	TENDER NO	Contract No. SMBBT/KAR/DRN-001
5	BRIEF DESCRIPTION OF CONTRACT	As Above
6	FORUM THAT APPROVED THE SCHEME	PDWP, GOS
7	TENDER ESTIMATED VALUE	Rs. 3,09,91,440/-
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs. 2,71,80,170/-
9	ESTIMATED COMPLETION PERIOD	
10	TENDER OPENED ON (DATED & TIME)	29-06-2012
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	03 Nos
12	NUMBER OF BIDS RECEIVED	03 Nos
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	03 Nos
14	BID EVALUATION REPORT (ATTACH A COPY)	Copy attached
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Kaim Khan Competi International (JV) Al-Hamza Suit No. 402 4th Floor, Doctor's Inn, III-A, ½, Nazimabad No.03, Karachi
16	CONTRACT AWARD PRICE	Rs. 3,09,91,440/-
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E 1ST, 2ND, 3RD EVALUATED BID)	1st Lowest Evaluated Bid
18	METHOD OF PROCUREMENT  a). SINGLE STAGE ONE ENVELOPE PROCEDURE  b). SINGLE STAGE TWO ENVELOPE PROCEDURE  c). TWO STAGE BIDDING PROCEDURE  d). TWO STAGE TWO ENVELOPE PROCEDURE	Single Stage One Envelope (Local)  ---  ---  ---
19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT
20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	
21	ADVERTISEMENT SPPRA WEBSITE NEWSP APERS	SPPRA ID. No. 8787/2012, dated 09-06-2012 Daily Dawn, Daily Kawish, Daily Express.
22	NATURE OF CONTRACT	Domestic / Local
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS	Yes Copy Enclosed



24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS	Yes Copy Enclosed
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING	Open Competitive Bidding Method was used
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT	Yes
29	WHETHER THE NAMES OF THE BIDDERS THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT	Yes Copy Enclosed
31	ANY COMPLAINT RECEIVED	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME	No
34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED	Yes
36	WAS A VISIT MADE BY ANY OFFICER / OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD	No
37	WERE PROPER SAFEGUARD PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)	On submission of Bank Guarantee from Schedule Bank of Pakistan.
38	SPECIAL CONDITIONS IF ANY	No
39	DATED OF AWARD OF CONTRACT	28-11-2012
40	SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	 <b>Executive Engineer</b> <b>SMBBT (Board of Revenue)</b> <b>Government of Sindh</b>
<b>FOR OFFICE USE ONLY</b>		



**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD  
KARACHI, PHONE # 021-99240255

**BID EVALUATION REPORT.**

- 1 Name of Procuring Agency: Project Directorate,  
Shaheed Mohtarma Benazir Bhutto Towns.
- 2 Tender Reference No. DRN-001
- 3 Tender Description/ Name of Work: Construction of Drainage System around peripheral  
roads of Benazir Town, Deh Mandiali, Kemari Town,  
Karachi
- 4 Method of Procurement: Single Stage Single Envelope Procedure,  
Daily Dawn, Daily Kawish & Daily Express
- 5 Tender Published: Dated: 09-06-2012. SPPRA ID No. 8787/2012.
- 6 Total Bid Documents Sold: 03 Nos.
- 7 Total Bids Received: 03 Nos.
- 8 Technical Bid Opening date: Not applicable.
- 9 No. of Bids Technically Qualified: Not applicable.
- 10 Bid(s) Rejected: No
- 11 Financial Bid Opening date: 29 June, 2012
- 12 **Bid Evaluation Report.**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Kainkhar Competition Int'l JV Al Hamza Enterprise	30,991,440	27,180,170	14.02% above	1st	Accepted being the 1st Lowest.
2	M/s. Kamran & Kompany.	34,295,300		26.18% above	2nd	Rejected being the 2nd Lowest.
3	M/s. Tracon Associates.	35,338,900		30.02% above	3rd	Rejected being the 3rd Lowest.

Dy. Director (I&A),  
MDA  
(Member)

*Jaisez*  
Executive Engineer,  
Schema 36, KDA Wing  
(Member)

*Shamir*  
Executive Engineer,  
SMBBT,  
(Member)

*[Signature]*  
Deputy Director (I&A),  
SMBBT  
(Member, Secretary)

*[Signature]*  
Director (I&A),  
SMBBT,  
(Chairman)



### INSTRUCTIONS TO BIDDERS

(These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

#### A. GENERAL

##### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### 2 Source of Funds

The Procuring Agency has arranged funds from its own sources or Federal/ Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

##### 2 Eligible Bidders

Bidding is open to all firms and persons meeting the following requirements:

duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

duly pre-qualified with the Procuring Agency. (Where required).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:

- (i) company profile;
- (ii) works of similar nature and size for cash performed in last 3/5 years;
- (iii) construction equipments;

Contractor.....  
R. E.E.

- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

**IB.3 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

**B. BIDDING DOCUMENTS**

**IB.4 Contents of Bidding Documents**

In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause B.6.1.

- Instructions to Bidders & Bidding Data
- Form of Bid, Qualification Information & Schedules to Bid.

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)

**Conditions of Contract & Contract Data**

**Standard Forms:**

- (i) Form of Bid Security,
- (ii) Form of Performance Security;
- (iii) Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.

**Specifications**

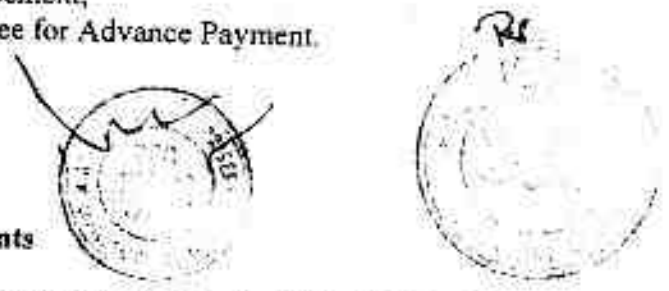
**Drawings, if any**

**Clarification of Bidding Documents**

Respective bidder requiring any clarification(s) in respect of the Bidding Documents notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address stated in the Bidding Data.

KEMARI/DRN-001

Contractor.....E.E.





An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

#### **IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).**

At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 1.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

### **C. PREPARATION OF BIDS**

#### **7 Language of Bid**

Documents relating to the Bid shall be in the language specified in the Contract Data.

#### **Documents Comprising the Bid**

The Bid submitted by the bidder shall comprise the following:

Offer /Covering Letter

Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.

Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.

Bid Security furnished in accordance with IB.13.

Power of Attorney in accordance with IB 14.5.

Documentary evidence in accordance with IB.2(e) & IB.11.

Documentary evidence in accordance with IB.12.

#### **Sufficiency of Bid**

The bidder shall satisfy himself before Bidding as to the correctness and sufficiency of the Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and expenses necessary for the proper completion of the works.

The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for the execution of the Works.

**D. SUBMISSION OF BID**

**Deadline for Submission, Modification & Withdrawal of Bids**

Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

**E. BID OPENING AND EVALUATION**

**Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)**

The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

The Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).



Contractor.....*Rg.*.....*JF*.....E.E.



Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

Minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, and such waiver does not prejudice or affect the relative ranking of any other bidders.

**Major (material) Deviations include:**

(i) Bid has been not properly signed;

(ii) Bid is not accompanied by the bid security of required amount and manner;

(iii) Bid stipulating price adjustment when fixed price bids were called for;

(iv) Bid failing to respond to specifications;

(v) Bid failing to comply with Mile-stones/Critical dates provided in Bidding Documents;

(vi) Bid sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;

(vii) Bid refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;

(viii) Bid making exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;

(ix) Bid a material deviation or reservation is one :

(a) which affect in any substantial way the scope, quality or performance of the works;

(b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.



**Minor Deviations**

that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of cost. This value would however be added as an adjustment for evaluation purposes during the detailed evaluation process.

Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements herein. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with the technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

**Evaluated Bid Price**

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- excluding provisional sums and the provisions for contingencies in the Bill of Materials Quantities if any, but including Day work, where priced competitively.



**to be Confidential**

Pursuant to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids received.

Effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid selection or Contract Award decisions may result in the rejection of his Bid. Whereas a bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere lodging a complaint shall not warrant suspension of procurement process.

A bidder may be excluded if involved in "Corrupt and Fraudulent Practices" means either any combination of the practices given below SPP Rule 2(q);

"Corrupt Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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Contractor.....E.E.



(1) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(2) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(3) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

"Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or to obstruct the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any person to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## F. AWARD OF CONTRACT

### Qualification

The Procuring Agency, at any stage of the bid evaluation, having credible reasons for the existence of a facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

It is provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

The determination will take into account the bidder's financial and technical capabilities. It shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

### Award Criteria & Procuring Agency's Right

Pursuant to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has submitted the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the Bidding Documents.

Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of the Contract, without thereby incurring any liability to the affected bidders or any obligation to compensate the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all bids shall be given promptly to all the bidders (SPP Rule 25).



### Notification of Award & Signing of Contract Agreement

or to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all amendments between the parties.

The formal Agreement between the Procuring Agency and the successful bidder duly signed at rate of 0.03 % of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

### Performance Security

The successful bidder shall furnish to the Procuring Agency a Performance Security in the amount stipulated in the Conditions of Contract within a period of fourteen days after the receipt of Letter of Acceptance (SPP 39).

Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the bid and forfeiture of the Bid Security.

On the date of Award of Contract: within seven days of the award of contract, the Procuring Agency shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement Reference Number if any and the following information:

- 1. Award Report;
- 2. Form of Contract and letter of Award;
- 3. Bill of Materials or Quantities or Schedule of Requirements. (SPP Rule 50)

### Integrity Pact

The successful bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid Bidding Document for all Sindh Government procurement contracts exceeding Rs. 10 million. Failure to provide such Integrity Pact shall make the bid non-competitive (SPP Rule 89).





1 Requirements for Contractor's design (if any): Not applicable

2 Programme:

Time for submission: Within seven (07) days of the Commencement Date.  
Form of programme: Bar Chart

Amount payable due to failure to complete shall be 0.1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance. In addition to the Liquidated Damages, the Contractor shall borne all the cost/expenses related to the supervision of the works by the Engineer and his staff covering salaries of the Engineer and all of his Site Supervision staff including all the benefits, providing, running and maintenance of all the Engineer's Facilities up to the issuance of the Taking Over Certificate by the Employer. All the above cost/expenses will not be reimbursed / paid to the Contractor beyond the approved completion period of the works.

**Early Completion**

Not Applicable

Period for remedying defects: 365 days

2 (c) Variation Procedures:

The Contractor shall submit with his bid, the Day work rates of Plant & Equipment and manpower

6 Variation and Claim Procedures:

Add following at the end of Clause 10.6

The Contractor shall not be entitled for any payment in respect of the claim(s) if the Contractor fails to comply with the requirements of time period stipulated in this Clause 10.6 and or fails in keeping and producing necessary records of claim whenever demanded by the Engineer.

**Terms of Payments**

a) Mobilization Advance

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of



Contractor: *[Signature]*

bills is less than five (05) then 1/5 of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) **Secured Advance on Materials**

(a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31 (Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:

- (i) The materials are in accordance with the Specifications for the Permanent Works;
- (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
- (vi) The sum payable for such materials on Site shall not exceed 75% of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work.







OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWN  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE/(P/C)/SMBBT/DRN-0001/12

Dated 27/9/2012

M/s. Kaimkhani Competition International  
(JV) Al Hamza Enterprises  
Suit No.402, 4th Floor Doctor's Inn, III-A,  
1/2, Nazimabad, Karachi.

**LETTER OF COMMENCEMENT**

Subject: **CONSTRUCTION OF DRAINAGE SYSTEM PLERIPHERAL ROADS BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI. (CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/DRN-004)**

With reference to the letter of acceptance for the above noted work at a cost Rs. 3,09,91,440/- (Rupees Three Crore Nine Lac Ninety One Thousand Four Hundred Forty only) issued vide this office letter No: EE/(P/C)/SMBBT/DRN-001/02, dated: 27-09-2012. You are requested to make immediate arrangement to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e. (180) days.

Please note that the work should be carried out strictly in accordance with the drawing, design, specifications, term & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

In case you failed to commence the work within (14) Fourteen days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be initiate against you.

Executive Engineer (P/C)  
SMBBT.GOS

Copy forwarded for information to:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The SuperIntending Engineer, SMBBT.
4. The Assistant Executive Engineer, SMBBT
5. The PS to Project Director, SMBBT
6. M/s. EA Consulting (Pvt.) Ltd.

BILL OF QUANTITIES

SCHEDULE -A TO BID

SUMMARY OF BILLS

No.	DESCRIPTION	TOTAL (Rs.)
	STORM WATER DRAINAGE	27876700/-
	RCC CULVERT	5310540/-
TOTAL OF BILLS		<u>3,31,87,240/-</u>

*Handwritten:* 29/6/12

*Handwritten:* Total = 3,31,87,240/-



SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

P.O. No. 3535036 Dt. 29/06/2012  
Rs 6,75,000/-

*Handwritten:* 29.6.2012

*Handwritten signature and date:* 29/6/12



Contractor.....



Executive Engineer



## BILL OF QUANTITIES

### No. 2: RCC CULVERT

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
Structural Excavation in Common Material	Cu.ft	7,700	7/- Pcf	53,900/-
Common backfill	Cu.ft	1,000	6/- Pcf	6,000/-
Concrete Class "A3" (4000 psi)	Cu.ft	2,380	380/- Pcf	904,400/-
Lean concrete	Cu.ft	440	176/- Pcf	77,440/-
Reinforcement as per AASHTO M31: Grade 6	Ton	30	124,000/- P.Ton	3,720,000/-
<b>Total Bill No.2 : RCC CULVERT</b>				<b>47,61,740/-</b>

SEAL OF THE COMPANY



SIGNATURE OF BIDDER

-SV-

**Al-Hamza Enterprise:**

Approved Government

Civil, Electrical & Mechanical Contractor

Licence No. K.C-1714

Rs.                     /-  
Contract No.                     

*He*  
Executive Engineer

SMBBT of 64

# BILL OF QUANTITIES

## STORM WATER DRAINAGE

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
Structural excavation in common material	Cu.ft	450,000	6.00 P.c/f	2,700,000/-
Structural excavation in all kind of rock material	Cu.ft	80,000	20.00 P.c/f	16,00,000/-
Formation of Embankment from Roadway Excavation in Common Material	Cu.ft	10,000	7.00 P.c/f	70,500/-
Filter Layer Of Granular Material	Cu.ft	2,500	29.00 P.c/f	72,500/-
Dismantling of Structures	Cu.ft	400	18.00 P.c/f	7,200/-
Grouted Stone Pitching in Drain				
i) Class-III (25cm - 30cm thick) for base slab	Sq.ft	40,500	190.00 P.c/f	7,29,000/-
ii) Class-II (15cm - 20cm thick) for side walls	Sq.ft	115,000	126.00 P.c/f	14,49,000/-
<b>Total Bill No.1 : STORM WATER DRAINAGE</b>			<i>Total</i>	<b>2,62,29,700/-</b>

SEAL OF THE COMPANY



J-V.

SIGNATURE OF  
**Abul Hamza Enterprise:**

Approved Government

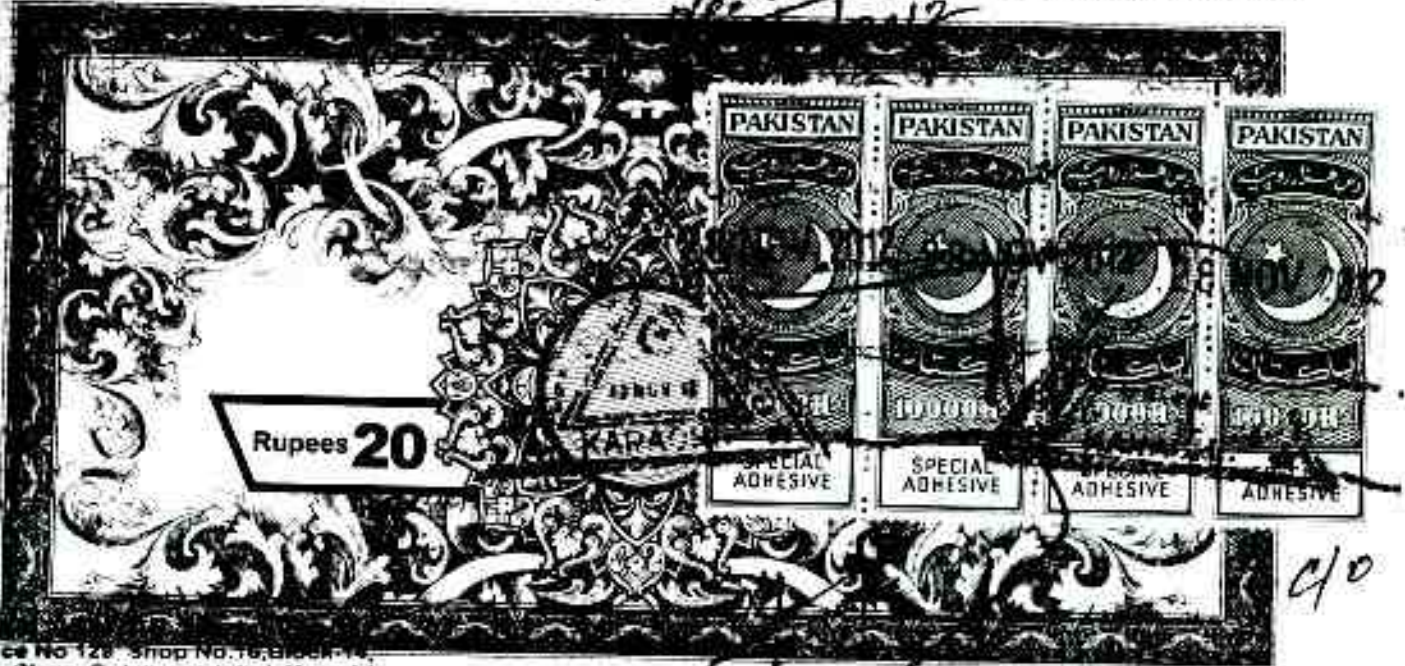
Civil, Electrical & Mechanical Contractor

Licence No. K.C-1714

*Pn*  
Contractor.....*gk* E.E.

*Me*  
**Executive Engineer**  
SMBBT





REN  
 License No 128 Shop No. 16, Block-14,  
 Karam Plaza, Ghalib-e-Iqbal, Karachi  
 S.NO **034505**

DATE 15 NOV 2012

ISSUED TO WITH ADDRESS THROUGH WITH ADDRESS PURPOSE VALUE RS STAMP VENDOR'S SIGNATURE  
 Zahid Mehmood  
 Advocate

AGREEMENT

THIS CONTRACT AGREEMENT ((hereinafter called the "agreement") made on the day of 29<sup>th</sup> (month) NOV 2012, between **Project Director S.M.B.B.T.** (here after called the "Procuring Agency") of the one part and **M/S.Kaim Khani Competition International -JV- M/S.AL-Hamza Enterprises** ( hereafter called the contractor") of the other part.

WHEREAS THE Procuring Agency is desirous that certain works, viz **Construction of drainage system peripheral roads Benazir town, Deh Mandiari, Keamari Town, Karachi.** Contract No. DRN-001 Ref: Your letter bearing reference No. EE/(P/C)/SMBBT/KAR/DRN-01/2012/02 Dated 27/09/2012 should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects there in.

NOW the agreement witnesseth - - as Follows:

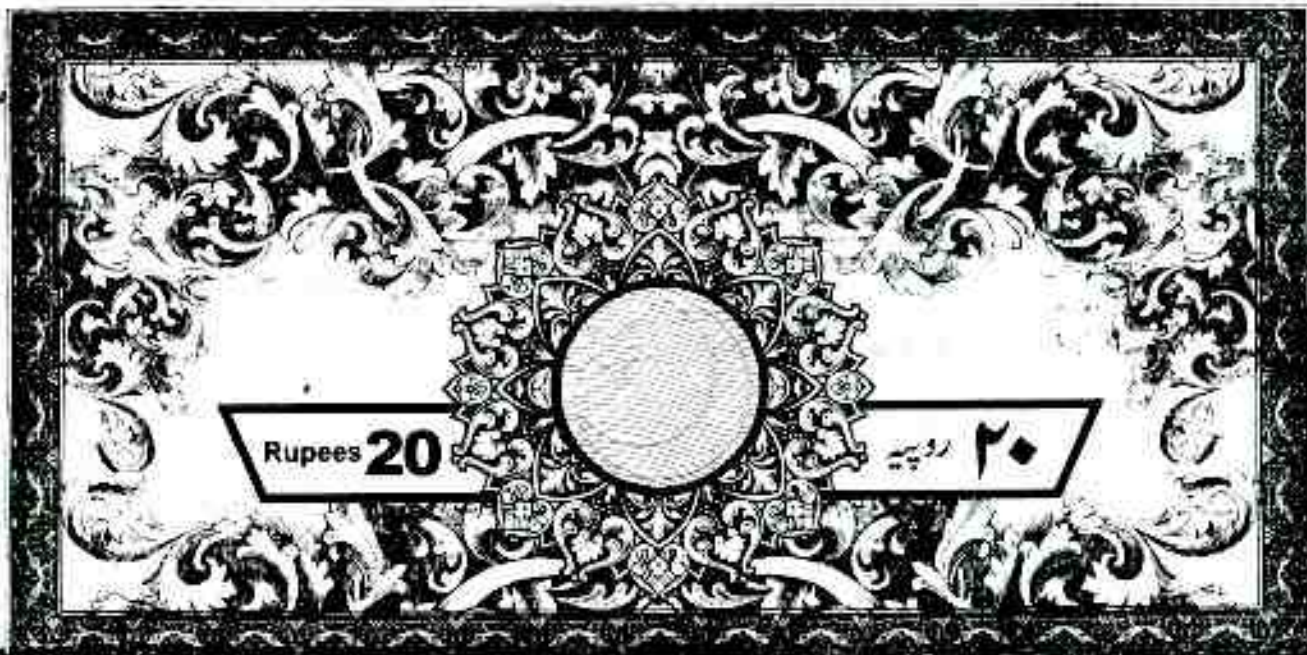
1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract herein after referred to.
2. The following documents after incorporation addenda, if any, except those parts relating to Instruction to bidders shall be deemed to form and be read and construed as part of this agreement, viz:
  - a. The contract agreement;
  - b. The Letter of Acceptance;
  - c. The complete form of bid;
  - d. Special Stipulation (Appendix-A to Bid);
  - e. The Special Condition of Contract – Part II;
  - f. The General Condition – Part I;
  - g. The Priced Bill of Quantities (Appendix-D to Bid);
  - h. The completed Appendices to Bid (B,C,E to L);
  - i. The Drawings;
  - j. The Specifications.
  - k. \_\_\_\_\_ ( any other )



Contractor

EE





REVENUE  
Licence No 125 Shop No 16, Block 14,  
Kamran Chowk, Iqbal, Karachi  
S.M.O. 034505

-2-

DATE 15 NOV 2012

3. In consideration of the payments to be made by the procuring agency to the Contractor as ISSUED TO WITH ADDRESS THROUGH WITH ADDRESS PURPOSE VALUE RS STAMP VENDOR'S SIGNATURE Zahid Mahmood Advocate mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with

the provisions of the contract.

- 4. Procuring agency hereby covenants to pay the contractor, in consideration of the execute and completion of the works as per provisions of the contract, the contract Prize or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Contractor..... E.B.

Signature of the Contractor  
(Seal)

Executive Engineer  
SMBBT (Board of Revenue)  
Government of Sindh  
Signature of procuring agency  
(Seal)

Signed, Sealed and Delivered in the Presence of:

Witness: 1   
(Name, Title and Address) Suzal Akhmal  
M-84, P.R.C.H.Sec  
Gulshan-e-Iqbal, Karachi

Witness: 2   
(Name, Title and Address) Hafiz Ahmed Khan  
112/A2 Madhistan  
Rohatki, Orakzai, Balochistan

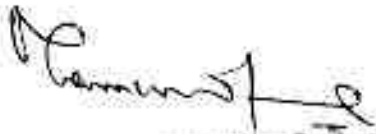


**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**  
**CONTRACT EVALUATION FORM**

1	NAME OF THE ORGANIZATION	Project Directorate, Shaheed Mohtama Benazir Bhutto Towns In Sindh
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh,
3	TITLE OF CONTRACT	CONSTRUCTION OF 100' FT WIDE ROAD: 08, 13 & 14 OF BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI.
4	TENDER NO	{CONTRACT PACKAGE NO. SMMBT/KAR/KEMARI/RD-002.}
5	BRIEF DESCRIPTION OF CONTRACT	As Above
6	FORUM THAT APPROVED THE SCHEME	PDWP GOS
7	TENDER ESTIMATED VALUE	Rs.73172650/-
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs.73172650/-
9	ESTIMATED COMPLETION PERIOD	300 days
10	TENDER OPENED ON (DATE & TIME)	29 June, 2012
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	Four (04) Nos
12	NUMBER OF BIDS RECEIVED	Four (04) Nos
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	Four (04) Nos
14	BID EVALUATION REPORT (ATTACH A COPY)	Copy attached
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Sherjan Moosa Khail & Sons, C-136, KDA Scheme No:01
16	CONTRACT AWARD PRICE	Rs.73172650/-
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATED BID)	1 <sup>st</sup> Lowest Evaluated Bid
18	METHOD OF PROCUREMENT a) SINGLE STAGE ONE ENVELOPE PROCEDURE b) SINGLE STAGE TWO ENVELOPE PROCEDURE c) TWO STAGE BIDDING PROCEDURE d) TWO STAGE TWO ENVELOPE PROCEDURE	Single stage one envelope (Local)

19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT
20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	Yes
21	ADVERTISEMENT SPPRA WEBSITE NEWSPAPERS	SPPRA ID No. 8787/2012 Daily Dawn, Daily Kawish & Daily Express.
22	NATURE OF CONTRACT	Domestic/Local
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS?	Yes Copy Enclosed
24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS?	Yes Copy Enclosed
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING?	Open Competitive Bidding Method was used
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID?	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?	Yes
29	WHETHER THE NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?	Yes Copy Enclosed
31	ANY COMPLAINT RECEIVED	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME?	No
34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	Yes
36	WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT? DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD	No



37 WERE PROPER SAFEGUARD PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)	On submission of Bank Guarantee from Schedule Banks of Pakistan.
38 SPECIAL CONDITIONS IF ANY	No
39 DATE OF AWARD OF CONTRACT	November 27, 2012
40 SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	 Executive Engineer (P/C-I) SMDT (Board of Contract) Government of Sindh
FOR OFFICE USE ONLY	

## LIST OF BIDDER WHO PURCHASED THE BIDDING DOCUMENTS

S.No:	Bidder's Name:
1.	M/s Sherjan Moosa Khail & Co
2.	M/s S.M.K Construction Co
3.	M/s Engineering Construction International Pvt Ltd
4.	M/s Shamsheer Khan & Co





**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI, PHONE # 021-99240255**

**BID EVALUATION REPORT.**

- 1 Name of Procuring Agency. Project Directorate.
- 2 Tender Reference No. Shaheed Mohtarma Benazir Bhutto Towns.
- 3 Tender Description/ Name of Work. RD - 002
- 4 Method of Procurement. Construction of 100' Wide Roads-08, 13, 14 of Benazir Town, Deh Mandiari, Kemari Town, Karachi
- 5 Tender Published. Single Stage Single Envelope Procedure.
- 6 Total Bid Documents Sold. Daily Dawn, Daily Kawish & Daily Express.
- 7 Total Bids Received. Dated : 09-06-2012. SPPRA ID No. 8787/2012.
- 8 Technical Bid Opening date. 4 Nos.
- 9 No. of Bids Technically Qualified. 4 Nos.
- 10 Bid(s) Rejected. Not applicable.
- 11 Financial Bid Opening date. Not applicable.
- 12 **Bid Evaluation Report.**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Sher Jan Maasa Khalil & Co.	73,172,650	73,901,686/-	0.99% below	1st	Accepted being the 1st Lowest.
2	M/s. S. M. K. Construction Co.	77,288,500		4.38% above	2nd	Rejected being the 2nd Lowest.
3	M/s. Engineering Construction Int'l Pvt. Ltd.	83,299,300		11.28% above	3rd	Rejected being the 3rd Lowest.
4	M/s. Shamsher Khan & Co.	Not Quoted.		.....	.....	.....

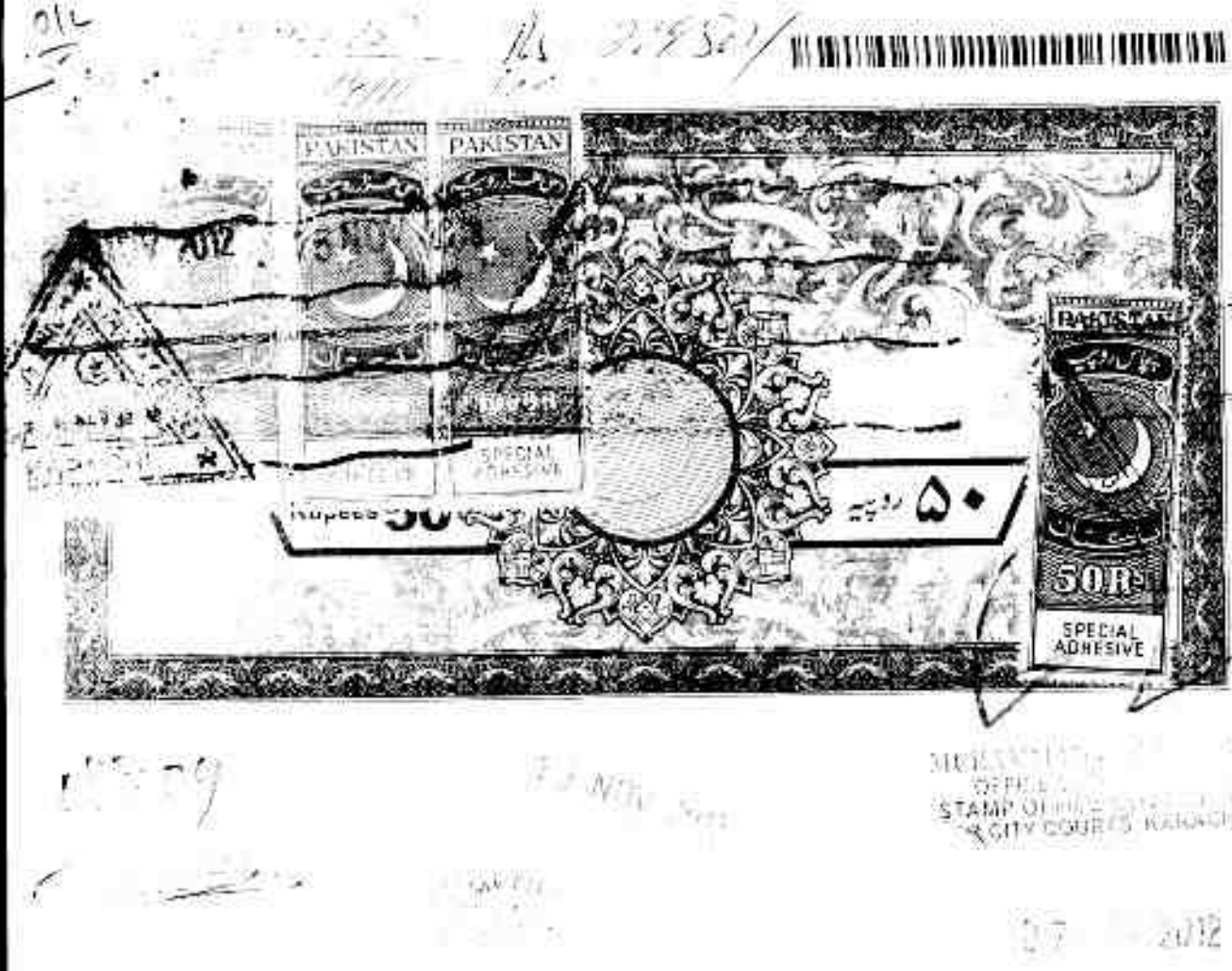
Dy. Director (F&A)  
MDA  
(Member)

Executive Engineer,  
Scheme-36, KDA Wing.  
(Member)

Executive Engineer,  
SMBBT  
(Member)

Deputy Director (F&A),  
SMBBT,  
(Member, Secretary)

Director (F&A)  
SMBBT,  
(Chairman)



## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the 21st day of Nov (month) 2012 between Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the "Procuring Agency") of the one part and **M/s. Sherjan Moosa Khail & Sons**, House # C-136, KDA Scheme No.01, Karachi, (hereafter called the "Contractor") of the other part.

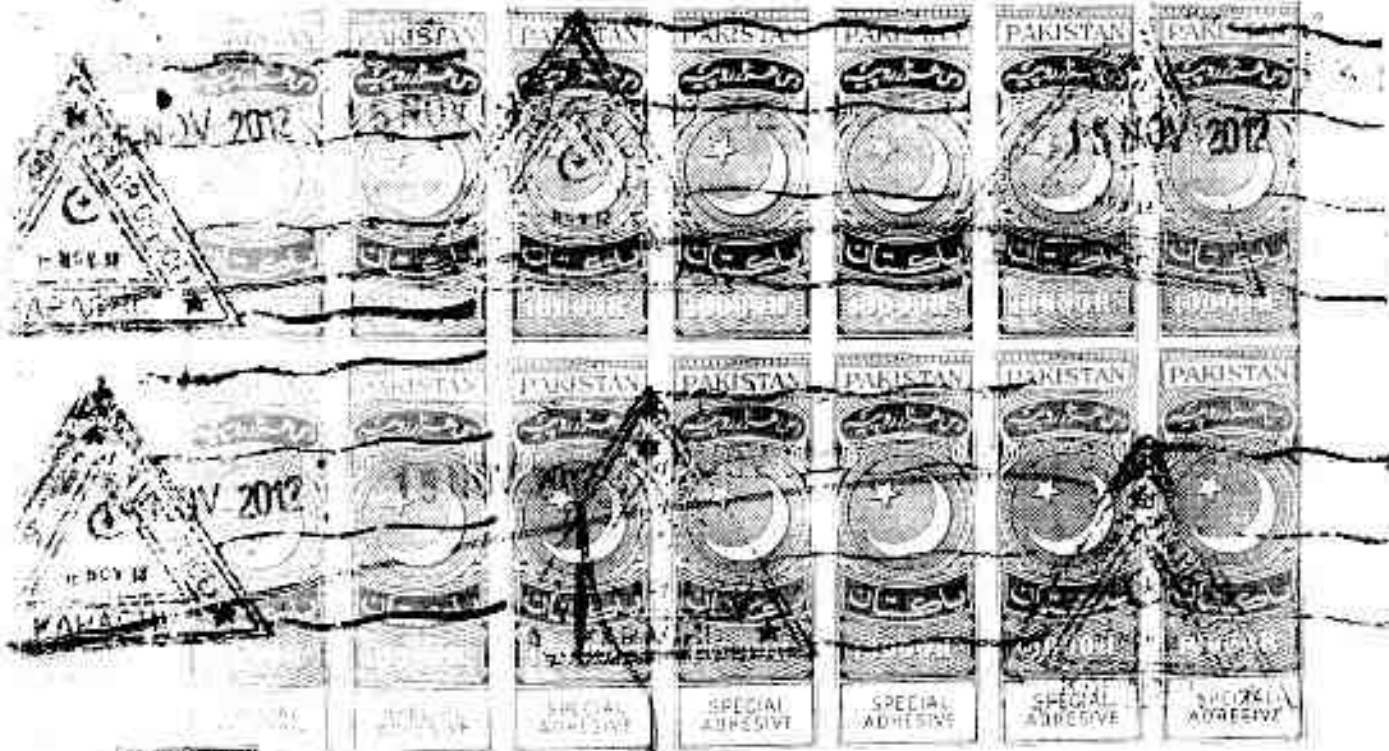
WHEREAS the Procuring Agency is desirous that certain works viz Construction of 100 Ft Wide Road: 08, 13 & 14 of Benazir Town, Deh Mandiari, Keamari Town, Karachi (Contract Package # **SMBBT/KAR/KEAMARI/RD-002**) should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects therein.

NOW this Agreement witnesseth as follows

1. In this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That following documents after incorporating addenda, if any except those parts relating to instructions to bidders shall be deemed to form be read and construed as part of this Agreement viz :
  - a. The Contract Agreement.
  - b. The Letter of Acceptance.
  - c. The completed Form of Bid.
  - d. Special Stipulations (Appendix A to Bid)
  - e. The Special Conditions of Contract Part-II
  - f. The General Conditions Part-I.
  - g. The priced Bill of Quantities (Appendix D to Bid)



15 NOV 2012



ASSISTANT SUPERINTENDENT OF STAMPS  
STAMP OFFICE, CITY COURT  
KARACHI 15 NOV 2012

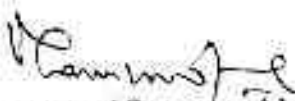
- h. The completed Appendices to Bid (B, C E to J)
- i. The Drawings.
- j. The specifications
- k. \_\_\_\_\_ (any other)

In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the Contract.


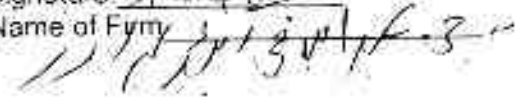
Procuring Agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

  
(Signature of Contractor)  
Seal

  
(Signature of Procuring Agency)  
Seal

Witness:

1. Signature   
Name of Firm 

2. Signature   
Name of Firm 





OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE/(P/C)/SMBBT/RD-002/2012/165

Dated: 27/11/2012

M/s. Sherjan Moosa Khail & Sons,  
C-136, KDA Scheme No:01,  
Karachi.

**LETTER OF COMMENCEMENT**

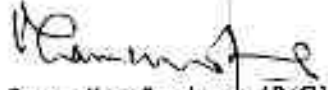
Subject: **CONSTRUCTION OF 100' FT WIDE ROAD: 08, 13 & 14 OF BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI. (CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/RD-002.)**

With reference to the letter of acceptance for the above noted work at a cost of Rs. **73,172,650/-** (Rupees Seven Crore Thirty One Lac Seventy Two Thousand Six Hundred Fifty only) issued vide this office letter No: EE/(P/C)/SMBBT/RD-002/117, dated: 07-09-2012. You are requested to make immediate arrangement to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e ( 300 ) days.

Please note that the work should be carried out strictly in accordance with the drawing, design, specifications, term & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

In case you failed to commence the work within (14) Fourteen days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be initiate against you.

  
Executive Engineer (P/C)  
SMBBT, GOS

Copy forwarded for information to:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending Engineer, SMBBT.
4. The Assistant Executive Engineer, SMBBT.
5. The PS to Project Director, SMBBT.



# BILL OF QUANTITIES

## SUMMARY OF BILLS

BILL No.	DESCRIPTION	TOTAL (Rs.)
1.	ROAD WORKS	64532500 - 00
2.	UTILITIES CROSSING DUCT	4832000 - 00
3.	STORM WATER DRAINAGE	3808150 - 00
	<b>SUB-TOTAL (A)</b>	
	Contingencies 5% on Sub-Total (A)	3658633 - 00
<b>TOTAL OF BILLS - BID PRICE (To Form of Bid)</b>		<b>76831282 - 50</b>

SEAL OF THE COMPANY

SIGNATURE OF BIDDER

INITIAL

29.06.2012

**MEER JAN MOOSA KHAIL & SONS**

Proprietor

## BILL OF QUANTITIES

### No.1: ROAD WORKS

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing & Grubbing	Sq. ft	517,000	2/	1034000
104	Compaction of Natural Ground	Sq. ft	517,000	3/	1551000
106a	Excavate unsuitable common material	Cu. ft	25,500	8/	204000
106b	Excavate surplus medium rock material	Cu. ft	29,000	10/	290000
108a	Formation of Embankment from Roadway Excavation in Common Material	Cu. ft	66,500	6/	399000
108c	Formation of Embankment from Borrow Excavation in Common Material	Cu. ft	1,625,000	10/	16250000
109a	Sub grade preparation in earth cut	Sq. ft	81,000	5/	405000
201	Granular sub-base	Cu. ft	161,000	35/	5635000
202	Aggregate Base Course	Cu. ft	215,000	55/	11825000
302a	Cut Back Asphalt for Bituminous Prime Coat	Sq. ft	321,500	5/	1607500
203b	Asphalt Base Course	Cu. ft	55,000	300/	16500000
601d	Precast Kerb in place including 3" thick concrete Class B with SR Cement for bedding and haunching				
	i) Type-I - Kerb	Rft	13,800	300/	4140000
	ii) Type-II - Kerb & Gutter	Rft	13,800	340/	4692000
<b>Total Bill No.1: ROAD WORKS</b>					<b>64532500</b>

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

SRI JAY MOOSA KHAI & SONS



## BILL OF QUANTITIES

### No.2 : UTILITIES CROSSING DUCT

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
Structural excavation in common material	Cu.ft	19,000	10%	190000
Structural excavation in medium rock material	Cu.ft	8,000	20%	160000
Granular backfill	Cu.ft	4,500	10%	45000
Common backfill	Cu.ft	12,500	2%	25000
Concrete Class A-1 with SR Cement (3000 psi)	Cu.ft	6,500	280%	1820000
R.C.C Pipe ASTM C-76, BS 5911 with joints	Rft	2,400	1080%	2592000
<b>Total Bill No.2:UTILITIES CROSSING DUCT</b>				<b>4832000</b>

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

*(Handwritten Signature)*

SHER JIN MOGSA RAO & SONS

*(Handwritten Signature)*  
Proprietor

*(Handwritten Signature)*

## BILL OF QUANTITIES

### No.3: STORM WATER DRAINAGE

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	<b>RCC Drain</b>				
107a	Structural excavation in common material	Cu.ft	29,350	4/2	117400
107c	Structural excavation in medium rock material	Cu.ft	7,350	15/2	110250
401a	Concrete Class A-1 with SR Cement (3000 psi)	Cu.ft	6,900	240/2	1656000
401f	Lean Concrete	Cu.ft	1,500	125/2	187500
404b	Reinforcement as per AASHTO M-31 (Grade 60)	Ton	16	100000/2	1600000
	<b>RCC Drain Cover</b>				
SP-1	Providing and fixing of RCC (3000 psi) with SR Cement access covers for cleaning and maintenance purpose with frames. Complete in all respect as per drawing and Specifications and as directed by the Engineer.				
	i) 2ft x 3.67ft x 0.34ft size	Nos	5	3000/2	15000
	ii) 2ft x 6ft x 0.34ft size	Nos	4	5000/2	20000
SP-2	<b>FLAT IRON FRAME WITH STEEL GRATING</b> Providing and fixing of flat iron frame with steel grating. Complete in all respect as per drawing and Specifications and as directed by the Engineer.	Nos	17	6000/2	102000
<b>Total Bill No.3: STORM WATER DRAINAGE</b>					<b>3808150</b>




**SEAL OF THE COMPANY**

**INITIAL**

**SIGNATURE OF BIDDER**

**MR. JAN MOOSA KHAN & SONS**  
  
 Engineer





## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called "the procuring agency" wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Annexure "B".

#### IB.2 Source of Funds

- 2.1 Procuring agency has received/allocated/ applied for loan/grant/ Federal/ Provincial/Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.

#### IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all interested bidders who are eligible under provisions of Sindh Public Procurement Rules as mentioned below and the criteria given in the Notice Inviting Tender (NIT)/ Bidding Document.

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder's capability to fulfill the contract in question.

- a) Bidders may be excluded if;
  - i. as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB, or
  - ii. a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.
- b) Government-owned enterprises or institutions may participate only if they can establish that they are;
  - i. legally and financially autonomous, and
  - ii. operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and Bidders shall include all

those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

c) Bidders are:-

- i. pre-qualified with procuring agency for particular project/scheme;
- ii. registered with Pakistan Engineering Council in particular category and discipline,
- iii. registered with relevant tax authorities (income/sales tax, wherever applicable)

#### **IB.4 One Bid per Bidder**

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

#### **IB.5 Cost of Bidding**

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids, and the procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **IB.6 Site Visit**

- 6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidders own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

### **B. BIDDING DOCUMENTS**

#### **IB.7 Contents of Bidding Documents (SSP RULE 21)**

- 7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.
- a. Instructions to Bidders.
  - b. Bidding Data.
  - c. General Conditions of Contract, Part-I (GCC).
  - d. Special Conditions of Contract, Part-II (SCC)
  - e. Specifications.
  - f. Form of Bid and Appendices to Bid.
  - g. Bill of Quantities (Appendix-D to Bid).



- 23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.
- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

**IB.24 Process to be Confidential. (SPP Rule 53)**

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) days prior to the award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

**IB.25 Clarification of Bid (SPP Rule 43)**

- 25.1 To assist in the examination, evaluation and comparison of bids, the procuring agency may, at its discretion, ask any bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the procuring agency in the evaluation of the bids in accordance with clause IB 28.

**IB.26 Examination of Bids and Determination of Responsiveness**

- 26.1 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.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures, depending on the selection procedure adopted by the procuring agency.

26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

**(A). Major (material) Deviations include:-**

- i. has been not properly signed;
- ii. is not accompanied by the bid security of required amount and manner,
- iii. stipulating price adjustment when fixed price bids were called for;
- iv. failing to respond to specifications;
- v. failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- vi. sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- vii. refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- viii. taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- ix. a material deviation or reservation is one :
  - a. which affect in any substantial way the scope, quality or performance of the works;
  - b. adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

26.5 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.





the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

*The following sub-clause 7.9 is added in (GCC).*

7.9

**Use of Pakistani Materials and Services**

The contractor shall, so far as may be consistent with the contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

8.1

**Commencement of Works**

The last para is deleted and substituted with the following:

The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the contractor shall proceed with the works with due expedition and without delay.

8.11

**Prolonged Suspension**

Replace 84 days by 120 days.

8.3

**Programme** *The following text is to be added after [Commencement of Works]* The programme shall be submitted in the form of:

a) Critical Path Method (CPM) identifying the critical path/activities.

13.1

**Right to vary**

In the last line of Para, after the word "Variation", the word "in writing" is added.

13.3

**Variation procedure**

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

13.8

**Adjustment for changes in cost**

This clause is deleted in entirety.

14.1

The Contract Price Sub-para (d) is deleted.

14.2

**Advance Payment** *The Text is deleted and replaced with following.* Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions:

**Mobilization Advance/Advance Payment**



i. Mobilization advance up to 10 % of the Contract Price may be paid by the Procuring Agency to the Contractor on the works costing Rs2.5 million or above on following conditions:

a) on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in ~~Islamabad~~ **Islamabad** & Sons the procuring agency.

## **IB.27 Correction of Errors before Financial Evaluation**

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:
- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub-clause IB 15.6(b) hereof.

## **IB.28 Financial Evaluation and Comparison of Bids**

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- a. making any correction for errors pursuant to clause IB 27;
  - b. excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
  - c. making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.
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3

OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWN  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE/SMBBT/RD-004/2012/ 07


Dated 22/11/2012

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

Subject: CONSTRUCTION OF 60' FT WIDE ROAD 07, 09, 10, 15, 16 & 17 BENAZIR  
TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI. (CONTRACT PACKAGE  
NO. SMBBT/KAR/KEMARI/RD-004).

Reference: SPPRA ID NO: 8787/2012

I directed to enclose herewith Contract Evaluation form for the above  
mentioned work for your perusal and for hoisting on SPPRA website in accordance to  
Rule-5D.

  
Executive Engineer  
SMBBT


Copy forwarded to information to:

1. The Director (F&A), SMBBT
2. The Chief Engineer, SMBBT
3. The Superintending Engineer, SMBBT
4. P.S. to Project Director, SMBBT

## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY CONTRACT EVALUATION FORM

1	NAME OF THE ORGANIZATION	Project Directorate, Shaheed Mohtarma Benazir Bhutto Town in Sindh
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh.
3	TITLE OF CONTRACT	Construction of 60' Ft. wide Road: 07, 09, 10, 15, 16 & 17, Benazir Town, Deh Mandiari, Kemari Town, Karachi.
4	TENDER NO	RD-004
5	BRIEF DESCRIPTION OF CONTRACT	As Above
6	FORUM THAT APPROVED THE SCHEME	PDWP, GOS
7	TENDER ESTIMATED VALUE	Rs.8,75,83,330/-
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs.8,81,95,877/-
9	ESTIMATED COMPLETION PERIOD	300 days
10	TENDER OPENED ON (DATED & TIME)	29th June, 2012
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	Five (05) Nos
12	NUMBER OF BIDS RECEIVED	Five (05) Nos
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	Five (05) Nos
14	BID EVALUATION REPORT (ATTACH A COPY)	Yes (Copy attached)
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Samad Khan Baber & Co. C-95, Block-I North Nazimabad, Karachi.
16	CONTRACT AWARD PRICE	Rs. 8,75,83,330/-
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e 1ST, 2ND, 3RD EVALUATED BID)	1st Lowest Evaluated Bid
18	METHOD OF PROCUREMENT a). SINGLE STAGE ONE ENVELOPE PROCEDURE b). SINGLE STAGE TWO ENVELOPE PROCEDURE c). TWO STAGE BIDDING PROCEDURE d). TWO STAGE TWO ENVELOPE PROCEDURE	Single Stage One Envelope (Local)
19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT
20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	
21	ADVERTISEMENT SPPRA WEBSITE NEWSP APERS	Dated 09-06-2012 SPPRA ID No.8787/2012 Daily Dawn, Express & Kawish Dated
22	NATURE OF CONTRACT	Domestic / Local
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS	Yes (Copy Enclosed)



24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS	Yes (Copy Enclosed)
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING	Open Competitive Bidding Method was used
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT	Yes
29	WHETHER THE NAMES OF THE BIDDERS THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT	Yes (Copy Enclosed)
31	ANY COMPLAINT RECEIVED	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME	No
34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED	Yes
36	WAS A VISIT MADE BY ANY OFFICER / OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD	No
37	WERE PROPER SAFEGUARD PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)	On submission of Bank Guarantee from Schedule Bank of Pakistan
38	SPECIAL CONDITIONS IF ANY	No
39	DATED OF AWARD OF CONTRACT	
40	SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	 <b>Executive Engineer</b> <b>SMBBT (Board of Revenue)</b> <b>Government of Sindh</b>
FOR OFFICE USE ONLY		



14

**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI, PHONE # 021-99240255**

**BID EVALUATION REPORT**

- 1 Name of Procuring Agency: Project Directorate,  
Shaheed Mohtarma Benazir Bhutto Towns.
- 2 Tender Reference No. RD-004
- 3 Tender Description/ Name of Work. Construction of 60' Wide Roads No. 07, 09, 10, 12, 15, 16 & 17 of Benazir Town, Dah Mandiani, Kemari Town, Karachi
- 4 Method of Procurement. Single Stage Single Envelope Procedure.
- 5 Tender Published. Daily Dawn, Daily Kawish & Daily Express.  
Dated : 09-06-2012. SPPRA ID No. 8787/2012.
- 6 Total Bid Documents Sold. 5 Nos.
- 7 Total Bids Received. 5 Nos.
- 8 Technical Bid Opening date. Not applicable.
- 9 No. of Bids Technically Qualified. Not applicable.
- 10 Bid(s) Rejected. No
- 11 Financial Bid Opening date: 29-Jun-12

12 **Bid Evaluation Report**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Samad Khan Babar & Co.	87,583,330	<b>88,195,877/-</b>	0.70% Below	1st	Accepted being the 1st Lowest.
2	M/s. S. M. K.	89,456,825		1.41% Above	2nd	Rejected being the 2nd Lowest.
3	M/s. Prime Construction Co.	91,302,075		3.40% Above	3rd	Rejected being the 3rd Lowest.
4	M/s. Pearl Construction Co.	90,018,000		-----	-----	Disqualified due to non submission of Bid Security.
5	M/s. United Construction Co.	Not Quoted.		-----	-----	-----

Dy. Director (F&A)  
MDA  
(Member)

Executive Engineer,  
Scheme-36, KDA Wing.  
(Member)

Executive Engineer,  
SMBBT.  
(Member) 23/07

23/7/12  
Deputy Director (F&A),  
SMBBT.  
(Member, Secretary)

Director (F&A),  
SMBBT.

## INSTRUCTIONS TO BIDDERS

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- a) Bidders may be excluded if:
  - i. as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB, or
  - ii. a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.
- b) Government-owned enterprises or institutions may participate only if they can establish that they are:
  - i. legally and financially autonomous, and
  - ii. operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and Bidders shall include all





those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

c) Bidders are:-

- i. pre-qualified with procuring agency for particular project/scheme;
- ii. registered with Pakistan Engineering Council in particular category and discipline,
- iii. registered with relevant tax authorities (income/sales tax, wherever applicable)

**IB.4 One Bid per Bidder**

4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

**IB.5 Cost of Bidding**

5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids, and the procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**IB.6 Site Visit**

6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidders own expense.

6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

**B. BIDDING DOCUMENTS**

**IB.7 Contents of Bidding Documents (SSP RULE 21)**

7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.

- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC).
- d. Special Conditions of Contract, Part-II (SCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).



- h. Form of Bid Security.
- i. Form of Contract Agreement.
- j. Forms of Performance Security, Mobilization Advance Guarantee, Integrity Pact and Indenture bond for secured advance.
- k. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the BD will be rejected.

#### **IB.8 Clarification of Bidding Documents (SSP RULE 23(1)):**

Any interested bidder requiring any clarification(s) in respect of the bidding documents may notify the procuring agency in writing at the procuring agency's address indicated in the Invitation for Bids/NIT. Procuring agency will respond to any request for clarification provided they are received at least five calendar days prior to the date of opening of bid.

Provided that any clarification in response to query by any bidder, shall be communicated to all parties who have obtained bidding documents.

#### **IB.9 Addendum/Modification of Bidding Documents:**

- 7.1 At any time prior to the deadline for submission of bids, the procuring agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the bidding documents by issuing addendum.
- 7.2 Any addendum thus issued shall be part of the bidding documents pursuant to sub-clause IB 7.1 hereof and shall be communicated in writing to all bidders. Interested bidders shall acknowledge receipt of each addendum in writing to the procuring agency.
- 7.3 To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the procuring agency may extend the deadline for submission of bids in accordance with IB.20

### **PREPARATION OF BIDS**

#### **10 Language of Bid**

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the procuring agency shall be in the language stipulated in the bidding data and Special Conditions of the Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

#### **11 Documents Accompanying the Bid**

- 11.1 Each bidder shall:
  - a. submit a written authorization on the letterhead of the bidding firm, authorizing the signatory of the bid to act for and on behalf of the bidder;



24  
Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.

Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

#### 4 Process to be Confidential. (SPP Rule 53)

Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) days prior to the award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

#### IB.25 Clarification of Bid (SPP Rule 43)

25.1 To assist in the examination, evaluation and comparison of bids, the procuring agency may, at its discretion, ask any bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the procuring agency in the evaluation of the bids in accordance with clause IB 28.

#### IB.26 Examination of Bids and Determination of Responsiveness

26.1 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.

26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures depending on the selection procedure adopted by the procuring agency.





A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

**(A) Major (material) Deviations include:-**

- i. has been not properly signed,
- ii. is not accompanied by the bid security of required amount and manner;
- iii. stipulating price adjustment when fixed price bids were called for;
- iv. failing to respond to specifications;
- v. failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- vi. sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- vii. refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- viii. taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- ix. a material deviation or reservation is one :
  - a. which affect in any substantial way the scope, quality or performance of the works;
  - b. adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 5 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.



## **IB.27 Correction of Errors before Financial Evaluation**

27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:

- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub- clause IB 15.6(b) hereof.

## **IB.28 Financial Evaluation and Comparison of Bids**

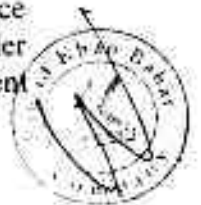
28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.

28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:

- a. making any correction for errors pursuant to clause IB 27;
- b. excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
- c. making an appropriate adjustment for any other acceptable variation or deviation.

28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.



3.5 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule 2(q);

- i. **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. **"Obstructive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

#### 28.6 Evaluation Report (SPP Rule 45)

After the completion of evaluation process, as described in clauses IB 27 and IB 28, the procuring agency shall announce the results of bid evaluation in the form of report (available on the website of the authority) giving reasons for acceptance and rejection of bid. The report shall be hoisted on website of the authority and that of procuring agencies if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract.

#### F. AWARD OF CONTRACT

##### IB.29 Award (SPP Rule 49)

29.1 Subject to clauses IB 30 and IB 34 and provision of the rule: The procuring agency shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, and who has offered the lowest evaluated bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the provisions of clause IB 03 and qualify pursuant to sub-clause IB 29.2.





The following sub-clause 7.9 is added in (GCC):

7.9

**Use of Pakistani Materials and Services**

The contractor shall, so far as may be consistent with the contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

8.1

**Commencement of Works**

The last para is deleted and substituted with the following:

The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the contractor shall proceed with the works with due expedition and without delay.

8.11

**Prolonged Suspension**

Replace 84 days by 120 days.

8.3

**Programme** The following text is to be added after [Commencement of Works] The programme shall be submitted in the form of:

- a) Critical Path Method (CPM) identifying the critical path/activities.

13.1

**Right to vary**

In the last line of Para, after the word "Variation", the word "in writing" is added.

13.3

**Variation procedure**

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

13.8

**Adjustment for changes in cost**

This clause is deleted in entirety.

14.1

The Contract Price Sub-para (d) is deleted.

14.2

**Advance Payment** The Text is deleted and replaced with following: Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions:

**Mobilization Advance/Advance Payment**

- i. Mobilization advance up to 10 % of the Contract Price may be paid by the Procuring Agency to the Contractor on the works costing Rs2.5 million or above on following conditions:
  - a) on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan, acceptable to the procuring agency;
  - b) contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

*Handwritten signatures*



- ii. This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

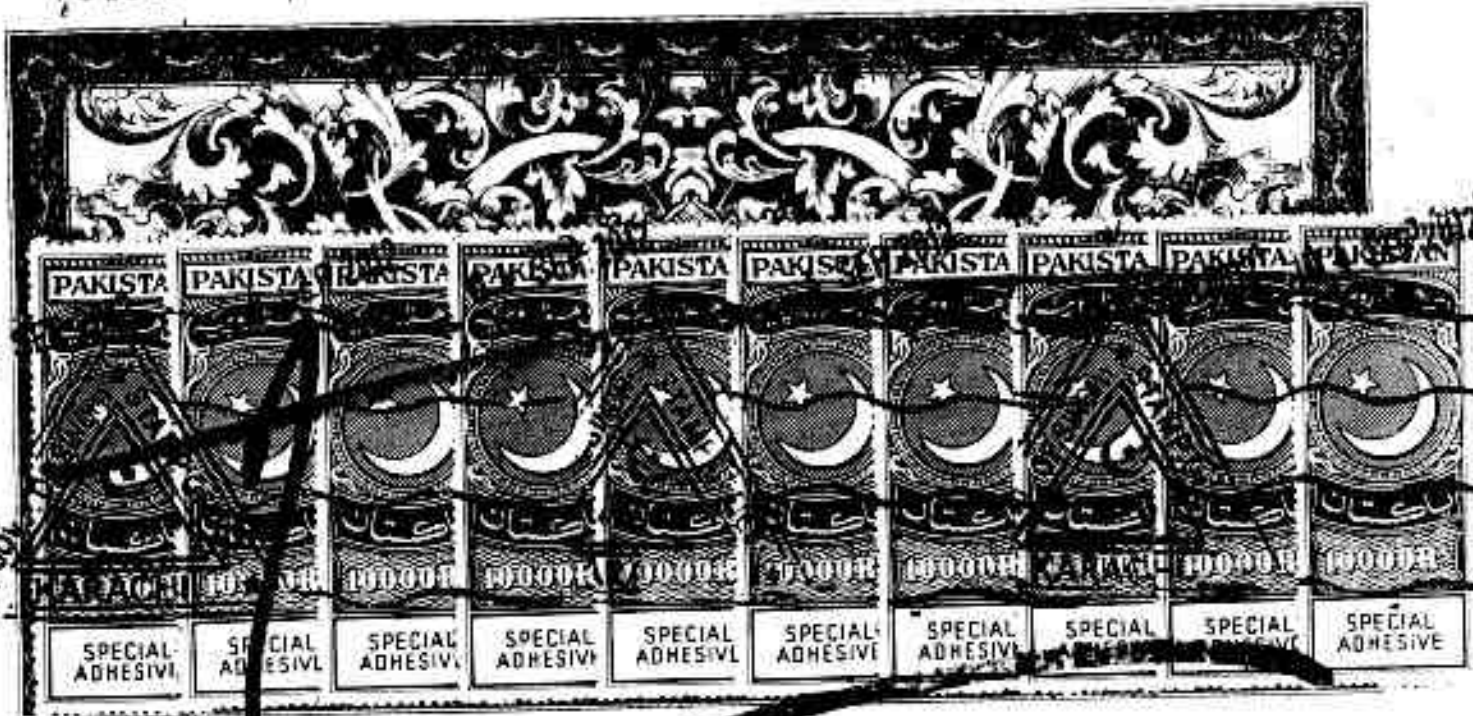
14.5

#### Plants and Materials intended for Works

*Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non-perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only :-*

- I. The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
- i. The materials are in accordance with the specifications for the permanent works;
  - ii. Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
  - iii. The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - iv. The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - v. Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
  - vi. The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
  - vii. Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
  - viii. Detailed account of advances must be kept in part II of running account bill or a separate statement; and
  - ix. Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3





ayed Qader Mohiuddin Stamp Vendor

License # 34, Seat # 45

City Quetta Karachi

No. 8373 DATE

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**MENBOOB ALI SHAIKH**  
C.C. 2155 Adyapaeta

*Arshad*

SIGNATURE

04 SEP 2012

ASSISTANT SUPERINTENDENT OF STAMP  
STAMP OFFICE, CITY COURTS,  
KARACHI

04 SEP 2012

## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the 16<sup>th</sup> day of NOV (month) 2012 between Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the "Procuring Agency") of the one part and M/s. Samad Khan Babar & Co. C-95, block-1, North Nazimabad, Karachi, (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works viz CONSTRUCTION OF 60' FT WIDE ROAD: 07,09,10,15,16 & 17 BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI. (CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/RD-004.) should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects therein.

NOW this Agreement witnesseth as follows :

1. In this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That following documents after incorporating addenda, if any except those parts relating to instructions to bidders shall be deemed to form be read and construed as part of this Agreement viz :
  - a. The Contract Agreement.
  - b. The Letter of Acceptance.
  - c. The completed Form of Bid.
  - d. Special Stipulations (Appendix A to Bid)
  - e. The Special Conditions of Contract Part-II
  - f. The General Conditions Part-I.
  - g. The priced Bill of Quantities (Appendix D to Bid)

*Wesit*





Javed Qader Mohiuddin Stamp Vendor

Licence # 34, Seat # 45

City Karachi

S. No. 8375 DATED

NO. OF TO WITH ADDRESS

1. M/BOOB ALI SHAIKH

1. C.C. 2155, Adyocato

1. [Signature] SIGNATURE

ASSISTANT SUPERINTENDENT OF STAMPS  
STAMP OFFICE, CITY COURTS,  
KARACHI

04 SEP 2012

04 SEP 2012

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NOW this Agreement witnesseth as follows :

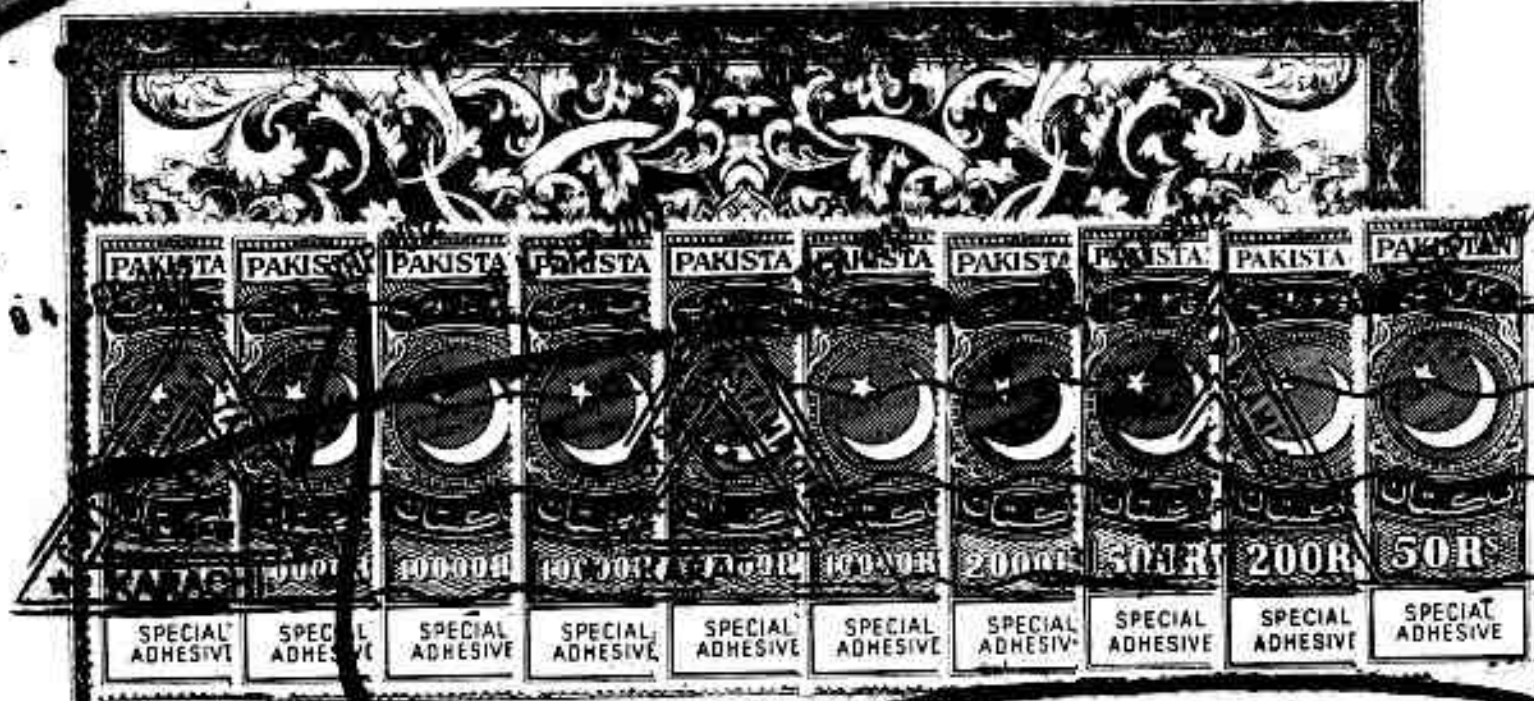
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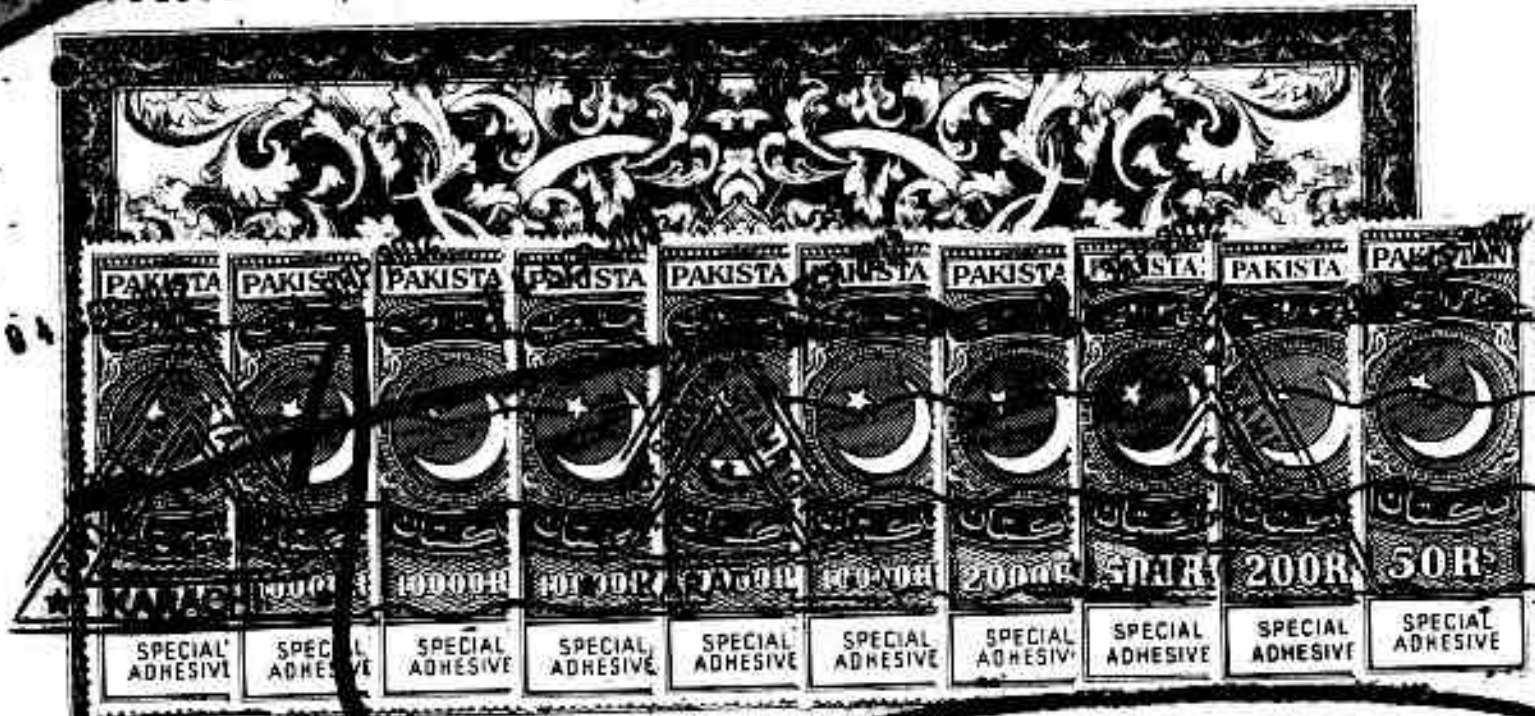
Ayad Qader Mohiuddin Stamp Vendor  
 2371  
 DATED: 04 SEP 2012  
**MEHBOOB ALI SHAIKH**  
 L.G. 2153 Advocate

ASSISTANT SUPERINTENDENT OF STAMPS  
 STAMP OFFICE, CITY COURTS  
 KARACHI  
 04 SEP 2012  
 W

CONSTRUCTION OF 60' FT WIDE ROAD: 07,09,10,15,16 & 17  
BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI.  
(CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/RD-004.)

W

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Muzaffar Qader Mohiuddin Stamp Vendor  
 Plot No. 31, Sector # 45, Shedd  
 2371  
 DATE: 04 SEP 2012  
**MEHBOOB ALI SHAIKH**  
 L.C. 2155 Advocate

ASSISTANT SUPERINTENDENT OF STAMP  
 STAMP OFFICE, CITY COURTS  
 KARACHI  
 04 SEP 2012  
 W

CONSTRUCTION OF 60' FT WIDE ROAD: 07,09,10,15,16 & 17  
BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI.  
(CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/RD-004.)

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OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE/(P/C)/SMBBT/2012/04

Dated: 16/11/2012

M/s. Samad Khan Babar & Co,  
C-95, Block-I,  
North Nazimabad, Karachi.

### LETTER OF COMMENCEMENT


Subject: CONSTRUCTION OF 60' FT WIDE ROAD: 07,09,10,15,16 & 17 BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI. (CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/RD-004.)

With reference to the letter of acceptance for the above noted work at a cost of Rs. **87583330/-** (Rupees Eight Crore Seventy Five Lac Eighty Three Thousand Three Hundred Thirty only) issued vide this office letter No: EE/(P/C)/SMBBT/RD-004/113, dated: 28-08-2012. You are requested to make immediate arrangement to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e ( 300 ) days -

Please note that the work should be carried out strictly in accordance with the drawing, design, specifications, term & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

In case you failed to commence the work within (14) Fourteen days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be initiate against you.

  
Executive Engineer (P/C)  
SMBBT, GOS

Copy forwarded for information to:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending Engineer, SMBBT.
4. The Assistant Executive Engineer, SMBBT.
5. The PS to Project Director, SMBBT.



**BILL OF QUANTITIES**

**SUMMARY OF BILLS**

BILL No.	DESCRIPTION	TOTAL (Rs.)
1.	ROAD WORKS	73798125/-
2.	UTILITIES CROSSING DUCT	48932641/- <small>R.S. 31 cov./-</small>
3.	STORM WATER DRAINAGE	8831900/-
<b>TOTAL OF BILLS - BID PRICE (To Form of Bid)</b>		<b>87523289/-</b>

Revis: 29/6/12

*[Signature]*  
29/6/12

*[Signature]*  
29/6/12

*[Signature]*  
29/6/12

SEAL OF THE COMPANY



SIGNATURE OF BIDDER

= Eight Crore Seventy five lac  
Twenty three thousand two hundred  
& Eighty Nine only

*[Signature]*  
29.06.2012

*[Signature]*  
29/6/12

*[Signature]*

*[Signature]*

*[Signature]*  
**Executive Engineer**

## BILL OF QUANTITIES

### Bill No.1: ROAD WORKS

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing & Grubbing	Sq.ft	774,000	6.00/-	4644000/-
104	Compaction of Natural Ground	Sq.ft	774,000	12.00/-	9288000/-
106a	Excavate unsuitable common material	Cu.ft	28,500	6.00/-	171000/-
106b	Excavate surplus medium rock material	Cu.ft	29,000	14.00/-	406000/-
108a	Formation of Embankment from Roadway Excavation in Common Material	Cu.ft	95,000	7.00/-	665000/-
108c	Formation of Embankment from Borrow Excavation in Common Material	Cu.ft	2,825,000	9.00/-	25425000/-
201	Granular sub-base	Cu.ft	185,000	22.00/-	4070000/-
202	Aggregate Base Course	Cu.ft	247,000	40.00/-	9880000/-
302a	Cut Back Asphalt for Bituminous Prime Coat	Sq.ft	369,000	4.50/-	1660500/-
203b	Asphalt Base Course	Cu.ft	63,000	236.11/-	14874930/-
601d	Precast Concrete (3000 psi) for Edge Block	R.ft	37,000	75/-	2775000/-
<b>Total Bill No.1: ROAD WORKS</b>					<b>73859430/-</b>

SEAL OF THE COMPANY



SIGNATURE OF BIDDER

## BILL OF QUANTITIES

### Bill No.2 : UTILITIES CROSSING DUCT

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural excavation in common material	Cu.ft	25,400	8.50/-	215900/-
107c	Structural excavation in medium rock material	Cu.ft	7,700	20.00/-	154000/-
107d	Granular backfill	Cu.ft	4,400	25.00/-	110000/-
107e	Common backfill	Cu.ft	14,500	10.00/-	145000/-
401a	Concrete Class A-1 with SR Cement (3000 psi)	Cu.ft	6,300	400.00/-	2520000/-
501b	R.C. C Pipe ASTM C-76, BS 5911 with joints	Rft	2,300	760.00/-	1748000/-
<b>Total Bill No.2:UTILITIES CROSSING DUCT</b>					<b>4892900/-</b>

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER



## BILL OF QUANTITIES

### No.3: STORM WATER DRAINAGE

Sl. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	<b>RCC Drain</b>				
07a	Structural excavation in common material	Cu.ft	72,000	8.50/-	612000
07c	Structural excavation in medium rock material	Cu.ft	18,000	20/-	360000
11a	Concrete Class A-1 with SR Cement (3000 psi)	Cu.ft	14,800	200/-	2960000
11f	Lean Concrete	Cu.ft	4,250	104/-	442000
04b	Reinforcement as per AASHTO M-31 (Grade 60)	Ton	35	11500/-	402500
	<b>RCC Drain Cover</b>				
P-1	Providing and fixing of RCC (3000 psi) with SR Cement access covers for cleaning and maintenance purpose with frames. Complete in all respect as per drawing and Specifications and as directed by the Engineer.				
	i) 2ft x 3.67ft x 0.34ft size	Nos	15	4000/-	60000
	ii) 2ft x 6ft x 0.34ft size	Nos	16	8000/-	128000
P-2	<b>FLAT IRON FRAME WITH STEEL GRATING</b> Providing and fixing of flat iron frame with steel grating. Complete in all respect as per drawing and Specifications and as directed by the Engineer.	Nos	61	4000/-	244000
<b>Total Bill No.3: STORM WATER DRAINAGE</b>					<b>8831000</b>

SEAL OF THE COMPANY




SIGNATURE OF BIDDER

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**  
**CONTRACT EVALUATION FORM**

1	NAME OF THE ORGANIZATION	Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns in Sindh
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh.
3	TITLE OF CONTRACT	Construction of 100 ft wide Roads - 3, 11 & 13 of Benazir Town, Deh Mandiari, Kemari Town, Karachi
4	TENDER NO	Contract Package No. SMBBT/KAR/KEMARI/RD- 001.
5	BRIEF DESCRIPTION OF CONTRACT	As Above
6	FORUM THAT APPROVED THE SCHEME	PDWP, GOS.
7	TENDER ESTIMATED VALUE	Rs.80,444,080/-
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs.80,444,080/-
9	ESTIMATED COMPLETION PERIOD	300 days
10	TENDER OPENED ON (DATE & TIME)	29 June, 2012.
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	Four (04) Nos
12	NUMBER OF BIDS RECEIVED	Four (04) Nos
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	Four (04) Nos
14	BID EVALUATION REPORT (ATTACH A COPY)	Copy attached
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Kam Khani Competition International, Suit No:402' Doctor's Inn, III-A-1/2, Nazimabad, Karachi.
16	CONTRACT AWARD PRICE	Rs.84,141,500/-
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (e.g. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATED BID)	1 <sup>st</sup> Lowest Evaluated Bid
18	METHOD OF PROCUREMENT a). SINGLE STAGE ONE ENVELOPE PROCEDURE b). SINGLE STAGE TWO ENVELOPE PROCEDURE c). TWO STAGE BIDDING PROCEDURE d). TWO STAGE TWO ENVELOPE PROCEDURE	Single stage one envelope (Local)

19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT
20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	N/A
21	ADVERTISEMENT:  SPPRA WEBSITE  NEWSPAPERS:	SPPRA ID No. 8/87/2012  Daily Dawn, Express & Kowish Dated 09/06/2012.
22	NATURE OF CONTRACT	Domestic/Local
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS?	Yes Copy Enclosed
24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS?	Yes Copy Enclosed
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING?	Open Competitive Bidding Method was used
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID?	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?	Yes
29	WHETHER THE NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?	Yes
31	ANY COMPLAINT RECEIVED:	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME?	No



34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	Yes
36	WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT? DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD	No
37	WAS PROPER SAFEGUARD PROVIDED ON REPATRIATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)	Yes. On submission of Bank Guarantee from a Scheduled Bank in Pakistan at the rate of 10% per annum.
38	OTHER CONDITIONS IF ANY	No
39	DATE OF AWARD OF CONTRACT	14 Nov. 2012
40	SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	 Executive Engineer (P/W/C-1) No. 227 (Board of ...) Government of Punjab
FOR USE ONLY		

## LIST OF BIDDERS WHO PURCHASED THE TENDER DOCUMENTS

S.No	Name of Bidder
------	----------------

- |   |  |
|---|--|
| 1 | M/s. Kaim Khani Competition International. |
| 2 | M/s. Kamran & Kampany.                     |
| 3 | M/s. King Enterprise.                      |
| 4 | M/s. Tracon Associates.                    |



**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI. PHONE # 021-99240255**

**BID EVALUATION REPORT.**

- |    |                                    |  |
|----|------------------------------------|--|
| 1  | Name of Procuring Agency.          | Project Directorate,<br>Shaheed Mohtarma Benazir Bhutto Towns,<br>RD-001                           |
| 2  | Tender Reference No.               |  |
| 3  | Tender Description/ Name of Work.  | Construction of 100' Wide Roads 03, 11, 13, of Benazir<br>Town, Den Mandiari, Kemari Town, Karachi |
| 4  | Method of Procurement              | Single Stage Single Envelope Procedure.  |
| 5  | Tender Published                   | Daily Dawn, Daily Kawish & Daily Express.<br>Dated: 09-06-2012. SPERA ID No. 8787/2012.            |
| 6  | Total Bid Documents Sold.          | 4 Nos.   |
| 7  | Total Bids Received.               | 4 Nos.   |
| 8  | Technical Bid Opening date.        | Not applicable.  |
| 9  | No. of Bids Technically Qualified. | Not applicable.  |
| 10 | Bids Rejected.                     | No   |
| 11 | Financial Bid Opening date.        | 29 Jun-12  |
| 12 | <b>Bid Evaluation Report.</b>      |  |

S.No	Name of Bidder	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Kinn Etnak Corporation (P) Ltd.	84,141,500	80,444,060	4.52% Above	1st	Accepted being the 1st Lowest
2	M/s. Kinn & Company	84,365,300		5.12% above	2nd	Rejected Being 2nd lowest
3	M/s. King Enterprises	84,928,500		5.57% above	3rd	Rejected as Bid Security is Less than required 2% of Quoted Bid Price
4	M/s. Tracton Associates	Not Quoted				

By Director (F&A),  
MDA  
(Member)

*Jaisay*  
Executive Engineer,  
Scheme-36, KDA wing.  
(Member)

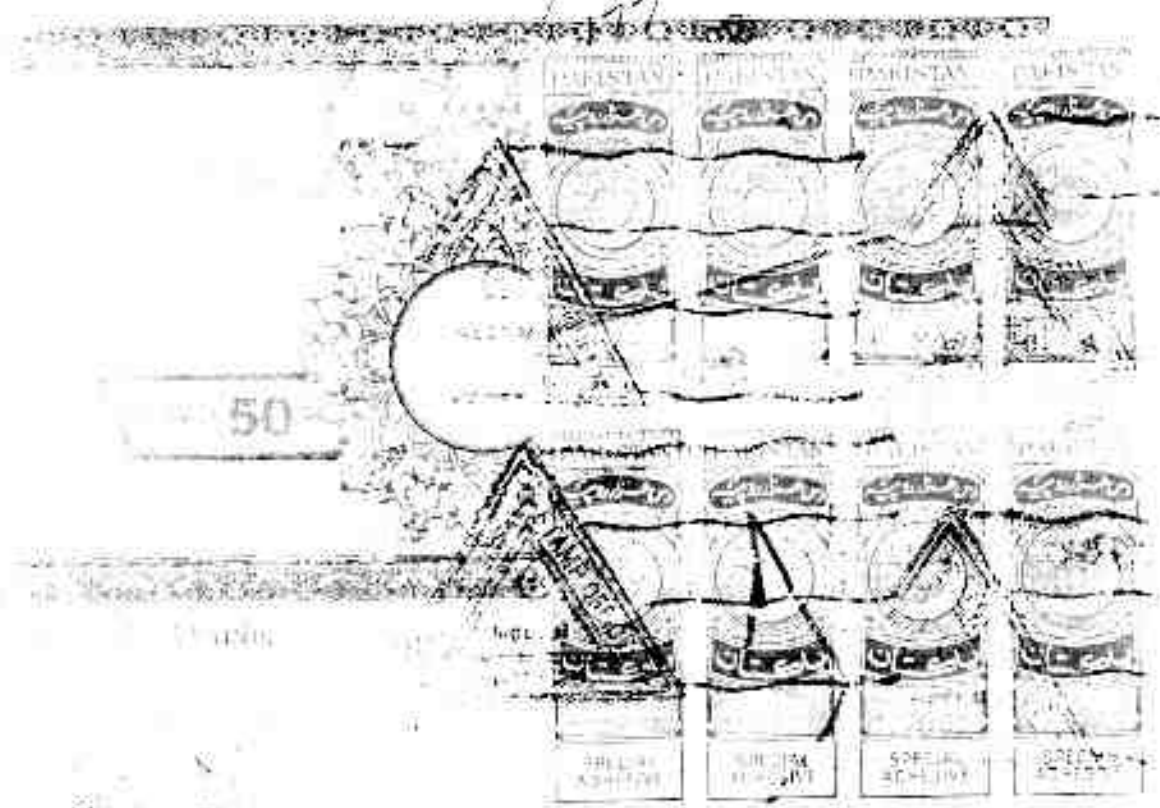
*Shamshad*  
Executive Engineer, 24/8  
SMBBT.  
(Member)

*[Signature]*  
Deputy Director (F&A),  
SMBBT,  
(Member Secretary)

*[Signature]*  
Director (F&A),  
SMBBT.  
(Chairman)



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**CONTRACT AGREEMENT**

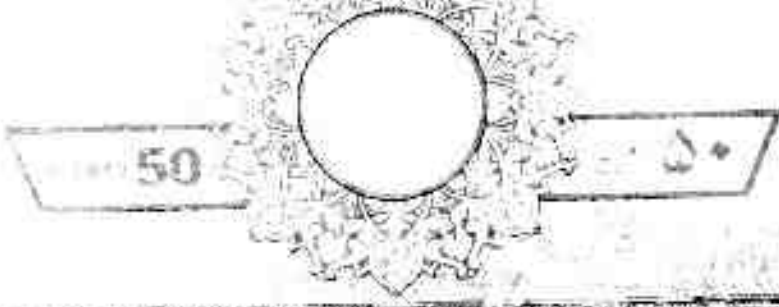
THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the 24 day of Nov (month) 2012 between Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the "Procuring Agency") of the one part and **M/s. Kaim Khani Competition International**, Suite No. 402 4<sup>th</sup> Floor, Doctor's Inn, III-A 1/2 Nazimabad Karachi, (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works viz Construction of 100' Ft Wide Road 03, 11 & 13 of Benazir Town, Deh Mandiari, Keamari Town, Karachi (Contract Package # **SMBBT/KAR/KEAMARI/RD-001**) should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects therein

NOW this Agreement witnesseth as follows:

1. In this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That following documents after incorporating addenda, if any except those parts relating to instructions to bidders shall be deemed to form and be read and construed as part of this Agreement viz:
  - a The Contract Agreement.
  - b The Letter of Acceptance.
  - c The completed Form of Bid
  - d Special Stipulations (Appendix A to Bid)
  - e The Special Conditions of Contract- Part-II
  - f The General Conditions- Part-I.
  - g The priced Bill of Quantities (Appendix- D to Bid)

*Handwritten initials/signatures*



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- k. The completed Appendices to Bid (B,C,E to L)
- l. The Drawings.
- j. The specifications
- k. \_\_\_\_\_ (any other)

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

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

**Kaim Khani Competition International**

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(Signature of Contractor)  
Seal **Proprietor**

(Signature of Procuring Agency)  
Seal

Witness:

1. Signature \_\_\_\_\_  
Name of Firm \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name of Firm \_\_\_\_\_

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OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE/IP/C1/SMBBT/RD-001/2012/153

Dated 14/11/2012

M/s. Kaim Khani Competellon International,  
Office No: 402, Doctor Inn Plaza, 3-A-1/2,  
Nazimabad No: 03, Near Eid Gah Ground,  
Karachi.

**LETTER OF COMMENCEMENT**

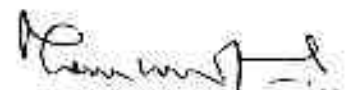
Subject: **CONSTRUCTION OF 100' WIDE ROADS NO: 03, 11 & 13 AT BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI (CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/RD-001.)**

With reference to the letter of acceptance for the above noted work at a cost of RS. 84141500/- (Rupees Eight Crore Forty One Lac Forty One Thousand Five Hundred only) issued vide this office letter No: EE/IP/C1/SMBBT/RD-001/121 dated: 17-09-2012. You are requested to make immediate arrangement to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender document i.e (300) days.

Please note that the work should be carried out strictly in accordance with the drawing, design, specifications, terms & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

In case you failed to commence the work within (14) Fourteen days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be initiate against you.

  
Executive Engineer (P/C)  
SMBBT, GOS

Copy forwarded for information to:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending Engineer, SMBBT.
4. The Assistant Executive Engineer, SMBBT.
5. The PS to Project Director, SMBBT.



**BILL OF QUANTITIES**

**SUMMARY OF BILLS**

BILL No.	DESCRIPTION	TOTAL (Rs.)
1.	ROAD WORKS	7,71,10,500/-
2.	UTILITIES CROSSING DUCT	50,27,000/-
<b>TOTAL OF BILLS - BID PRICE (To Form of Bid)</b>		<b>8,41,41,500/-</b>

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28/6/2012

*Handwritten:* 29/6/12

*Handwritten:* 29/6/12

SEAL OF THE COMPANY  
INITIAL

SIGNATURE OF BIDDER

*Handwritten:* 29.06.2012

**Executive Engineer  
SMBBT**

## BILL OF QUANTITIES

### Bill No.1: ROAD WORKS

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing & Grabbing	Sq.ft	585,000	3/-	1,755,000/-
104	Compaction of Natural Ground	Sq.ft	585,000	3/-	1,755,000/-
106a	Excavate unsuitable common material	Cu.ft	29,000	4/-	1,16,000/-
106b	Excavate surplus medium rock material	Cu.ft	34,000	15/-	5,10,000/-
108a	Formation of Embankment from Roadway Excavation in Common Material	Cu.ft	80,000	6/50	5,20,000/-
108c	Formation of Embankment from Borrow Excavation in Common Material	Cu.ft	2,185,000	13/50	28,40,500/-
109a	Sub grade preparation in earth cut	Sq.ft	95,500	4/-	3,82,000/-
201	Granular sub-base	Cu.ft	185,000	22/-	4,07,000/-
202	Aggregate Base Course	Cu.ft	237,000	42/-	10,03,400/-
302a	Cut Back Asphalt for Bituminous Prime Coat	Sq.ft	370,000	7/-	2,59,000/-
203b	Asphalt Base Course	Cu.ft	60,000	325/-	1,95,00,000/-
601c	Precast Kerb in place including 3" thick concrete Class B with SR Cement for bedding and haunching	Rft	15,500	200/-	3,10,000/-
	i) Type-I - Kerb	Rft	15,500	350/-	5,42,500/-
	ii) Type-II - Kerb & Gutter				
<b>Total Bill No.1: ROAD WORKS</b>					<b>RS = 7,41,14,500/-</b>

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

## BILL OF QUANTITIES


### Bill No.2 : UTILITIES CROSSING DUCT

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural excavation in common material	Cu.ft	19,000	7/-	1,33,000/-
107c	Structural excavation in medium rock material	Cu.ft	8,000	35/-	2,80,000/-
107d	Granular backfill	Cu.ft	4,500	22/-	99,000/-
107e	Common backfill	Cu.ft	12,500	6/-	75,000/-
401a	Concrete Class A-1 with SR Cement (3000 psi)	Cu.ft	6,500	240/-	15,60,000/-
501b	R.C. C Pipe ASTM C-76, BS 5911 with joints	Rft	2,400	1200/-	28,80,000/-
Total Bill No.2:UTILITIES CROSSING DUCT				Total	50,27,000/-

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

  
**Executive Engineer**  
**SMBBT**



## INSTRUCTIONS TO BIDDERS

### A. GENERAL.

#### IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called "the procuring agency" wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Annexure "B"

#### IB.2 Source of Funds

- 2.1 Procuring agency has received/allocated/ applied for loan/grant/ Federal/ Provincial/Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.

#### IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all interested bidders who are eligible under provisions of Sindh Public Procurement Rules as mentioned below and the criteria given in the Notice Inviting Tender (NIT)/ Bidding Document

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder's capability to fulfill the contract in question.

a) Bidders may be excluded if:

i. as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB, or

ii. a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.

b) Government-owned enterprises or institutions may participate only if they can establish that they are:

i. legally and financially autonomous, and

ii. operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and Bidders shall include all

those contractors who are registered or incorporated in Pakistan, Irrespective of the nationality of their owners and professional staff, or

c) Bidders are:-

- i. pre-qualified with procuring agency for particular project/scheme;
- ii. registered with Pakistan Engineering Council in particular category and discipline.
- iii. registered with relevant tax authorities (income/sales tax, wherever applicable)

**IB.4 One Bid per Bidder**

4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

**IB.5 Cost of Bidding**

5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids, and the procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**IB.6 Site Visit**

6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidders own expense.

6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

**B. BIDDING DOCUMENTS**

**IB.7 Contents of Bidding Documents (SSP RULE 21)**

7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.

- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC)
- d. Special Conditions of Contract, Part-II (SCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).

23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.

23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

**IB.24 Process to be Confidential. (SPP Rule 53)**

24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if its website exists and intimated to all bidders at least seven (7) days prior to the award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

**IB.25 Clarification of Bid (SPP Rule 43)**

25.1 To assist in the examination, evaluation and comparison of bids, the procuring agency may, at its discretion, ask any bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the procuring agency in the evaluation of the bids in accordance with clause IB.28.

**IB.26 Examination of Bids and Determination of Responsiveness**

26.1 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.

26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures, depending on the selection procedure adopted by the procuring agency.



26.3 A bid will be considered technically responsive if it (i) has been properly signed, (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

**(A). Major (material) Deviations include:-**

- i. has been not properly signed;
- ii. is not accompanied by the bid security of required amount and manner;
- iii. stipulating price adjustment when fixed price bids were called for;
- iv. failing to respond to specifications;
- v. failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- vi. sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- vii. refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- viii. taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- ix. a material deviation or reservation is one :
  - a. which affect in any substantial way the scope, quality or performance of the works;
  - b. adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

26.5 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **IB.27 Correction of Errors before Financial Evaluation**

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:
- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub-clause IB 15.6(b) hereof.

## **IB.28 Financial Evaluation and Comparison of Bids**

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- a. making any correction for errors pursuant to clause IB 27;
  - b. excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
  - c. making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.

the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

*The following sub-clause 7.9 is added in (GCC):*

### **Use of Pakistani Materials and Services**

The contractor shall, so far as may be consistent with the contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

### **Commencement of Works**

The last para is deleted and substituted with the following:

The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the contractor shall proceed with the works with due expedition and without delay.

### **Prolonged Suspension**

Replace 84 days by 120 days.

**Programme** *The following text is to be added after [Commencement of Works]* The programme shall be submitted in the form of:

- a) Critical Path Method (CPM) identifying the critical path/activities.

### **Right to vary**

In the last line of Para, after the word "Variation", the word "in writing" is added.

### **Variation procedure**

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

### **Adjustment for changes in cost**

This clause is deleted in entirety.

The Contract Price Sub-para (d) is deleted.

**Advance Payment** *The Text is deleted and replaced with following:* Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions.

### **Mobilization Advance/Advance Payment**

- i. Mobilization advance up to 10 % of the Contract Price may be paid by the Procuring Agency to the Contractor on the works costing Rs2.5 million or above on following conditions:

- a) on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan, acceptable to the procuring agency.



- b) contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- ii. This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

#### 14.5

#### Plants and Materials intended for Works

*Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non - perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only :-*

- I. The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
- i. The materials are in accordance with the specifications for the permanent works;
  - ii. Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
  - iii. The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - iv. The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - v. Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
  - vi. The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials,
  - vii. Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered,
  - viii. Detailed account of advances must be kept in part II of running account bill or a separate statement; and



OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE(P/C)/SMBBT/2012/58

Dated: 20/11/2012

The Manager (CB),  
Sindh Public Procurement Regularity Authority,  
Barrack No: 8, Sindh Secretariat No: 4-A,  
Court Road, Karachi.

**Subject:** CONTRACT EVALUATION FORM THE WORK OF CONSTRUCTION OF 60' WIDE ROADS NO: 00, 01, 02, 04, 05 & 06 AT BENAZIR TOWN, DEH MANDIARI, KAMARI TOWN, KARACHI (CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/RD-003.)

**Reference:** SPPRA ID NO: 8787/2012.

I am directed to enclose herewith "Contract Evaluation Form" for the subject work as required under SPPR-50 (Publication of award of Contract) alongwith relevant documents for necessary action & record.

  
Executive Engineer (P/C)  
SMBBT, GOS

Copy to:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending Engineer, SMBBT.
4. PS to Project Director, SMBBT.

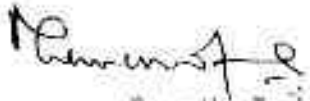
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**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**  
**CONTRACT EVALUATION FORM**

1	NAME OF THE ORGANIZATION	Project Directorate, Shaheed Mohtama Benazir Bhutto Towns In Sindh
2	OFFICIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh.
3	DESCRIPTION OF CONTRACT	Construction of 60 ft wide Roads - 1, 2, 4, 5 & 6 of Benazir Town, Deh Mandiari, Kemari Town, Karachi
4	CONTRACT NO	Contract Package No. SMBBT/KAR/KEMARI/RD-003.
5	DESCRIPTION OF CONTRACT	As Above
6	OFFICIAL THAT APPROVED THE SCHEME	PDWP, GOS
7	ESTIMATED VALUE	Rs.83,141,009/-
8	ORIGINAL ESTIMATE (FOR CIVIL WORKS)	Rs.83,141,009/-
9	ESTIMATED COMPLETION PERIOD	300 days
10	DATE WHEN OPENED ON (DATE & TIME)	29 June, 2012
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH COPY)	Four (04) Nos
12	NUMBER OF BIDS RECEIVED	Four (04) Nos
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	Four (04) Nos
14	EVALUATION REPORT (ATTACH A COPY)	Copy attached
15	ADDRESS OF THE SUCCESSFUL BIDDER	M/s, Muhammad Siddiq & Brothers, C-11, Block:3, North Nazimabad, Karachi.
16	AWARD PRICE	Rs.82,903,850/-
17	TYPE OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATED)	1 <sup>st</sup> Lowest Evaluated Bid
18	TYPE OF PROCUREMENT STAGE ONE ENVELOPE PROCEDURE STAGE TWO ENVELOPE PROCEDURE MULTI BIDDING PROCEDURE STAGE TWO ENVELOPE PROCEDURE	Single stage one envelope (Local)



19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT
20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	N.A
21	ADVERTISEMENT  SPPRA WEBSITE  NEWSPAPERS	SPPRA ID No: 8787/2012  Daily Dawn, Express & Kowish Dated 09-06-2012.
22	NATURE OF CONTRACT	Domestic/Local
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS?	Yes Copy Enclosed
24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS?	Yes Copy Enclosed
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING?	Open Competitive Bidding Method was used
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID?	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?	Yes
29	WHETHER THE NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?	Yes
31	ANY COMPLAINT RECEIVED	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME?	No

34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	Yes
36	WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD	No
37	WERE PROPER SAFEGUARD PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)	Yes. On submission of Bank Guarantee from a Scheduled Bank in Pakistan at the rate of 10% per annum.
38	SPECIAL CONDITIONS IF ANY	No
39	DATE OF AWARD OF CONTRACT	14 Nov, 2012
40	SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	 Executive Engineer (P/C-I) SMBDT (Board of Revenue) Government of Sindh
FOR OFFICE USE ONLY		

## LIST OF BIDDERS WHO PURCHASED THE TENDER DOCUMENTS

S.No	Name of Bidder
------	----------------

- |   |                                    |
|---|------------------------------------|
| 1 | M/s. Muhammad Siddiq & Brothers.   |
| 2 | M/s. Trand Construction Co.        |
| 3 | M/s. Rohail Construction Co.       |
| 4 | M/s. Pak Construction & Engineers. |





**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI. PHONE # 021-99240255**

**BID EVALUATION REPORT**

- 1 Name of Procuring Agency: Project Directorate.
- 2 Tender Reference No. Shaheed Mohtarma Benazir Bhutto Towns.
- 3 Tender Description/ Name of Work. RD - 003
- 4 Method of Procurement. Construction of 60 Wide Roads-01, 02, 04, 05, & 06 of Benazir Town, Doh Mandari, Kemari Town, Karachi
- 5 Tender Published. Single Stage Single Envelope Procedure
- 6 Total Bid Documents Sold. Duly Drawn, Duly Kowish & Daily Express.
- 7 Total Bids Received. Dated 09-06-2012. SPPRA ID No. B787/2012.
- 8 Technical Bid Opening date. 4 Nos.
- 9 No. of Bids Technically Qualified. 4 Nos.
- 10 Bid(s) Rejected. Not applicable.
- 11 Financial Bid Opening date. Not applicable.
- 12 **Bid Evaluation Report.**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost	Reasons for Acceptance / Rejection.
1	M/s. Muhammad Siddic & Brothers.	82,903,650	83,141,009	0.29% below	1st	Accepted being the 1st Lowest.
2	M/s. Ford Construction Co.	86,424,700		3.79% above	2nd	Rejected as Bid Security is less than required 2% of Quoted Bid Price.
3	M/s. Rahat Construction Co.	86,425,750		3.81% above	3rd	Rejected as Bid Security is less than required 2% of Quoted Bid Price.
4	M/s. Pak Construction & Engineers.	Not Quoted		.....	.....	.....

Dy. Director (F&A)  
 MDA  
 (Member)

Executive Engineer  
 Scheme-36, KDA Wing.  
 (Member)

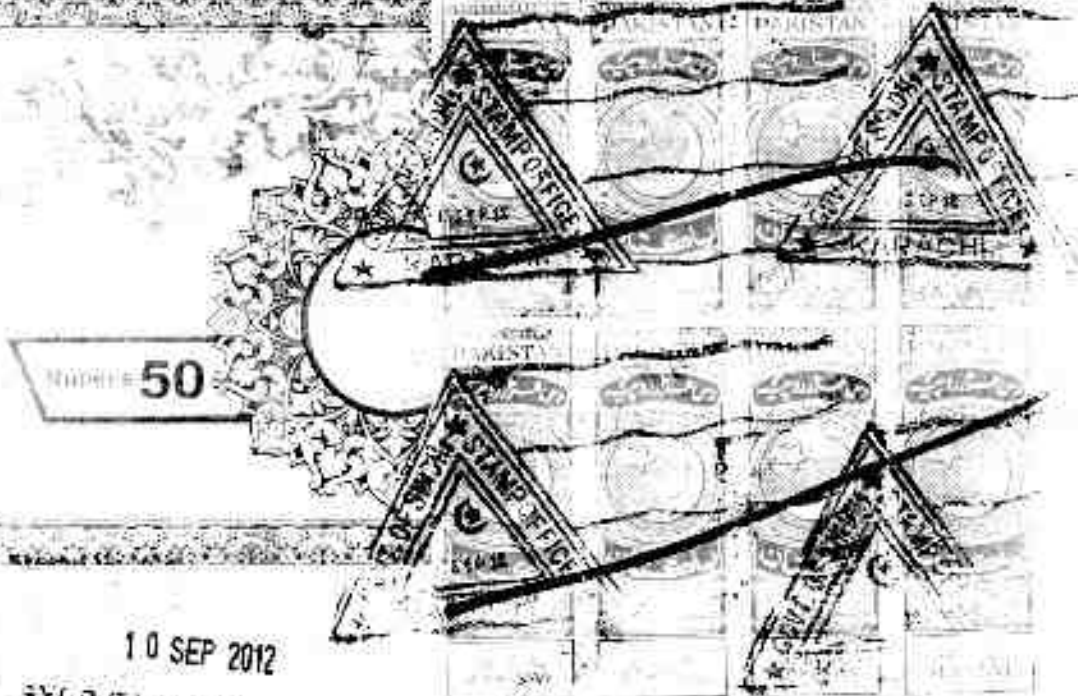
Executive Engineer  
 SMBBT  
 (Member)

30/7/12  
 Deputy Director (F&A)  
 SMBBT  
 (Member Secretary)

Director (F&A)  
 SMBBT  
 (Chairman)



016571



016571

10 SEP 2012

SYED SAJJID ALI  
Director, L&D

*Handwritten signature/initials*

*Handwritten initials 'clo'*

**CONTRACT AGREEMENT**

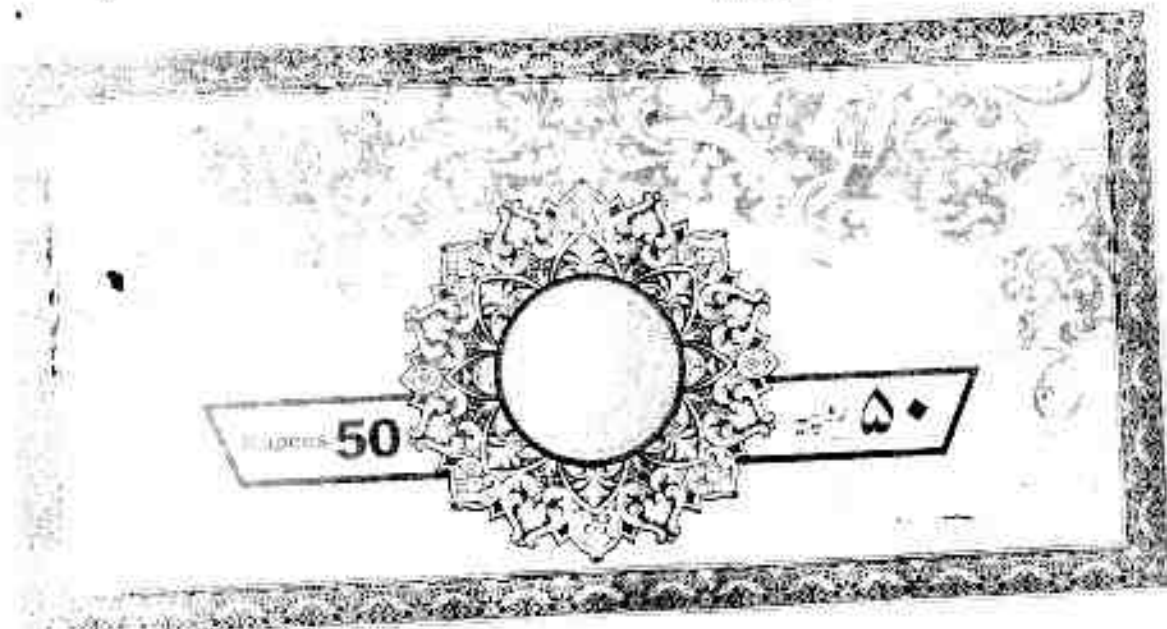
THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the 10<sup>th</sup> day of Nov (month) 2012 between Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the "Procuring Agency") of the one part and **M/s. Muhammad Siddiq & Brothers**, House # C-11, Block-3, North Nazimabad, Karachi, (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works viz Construction Of 60' Wide Roads No. 00, 01, 02, 04, 05 & 06 A\* Benazir Town, Deh Mandori, Kamori Town, Karachi (Contract Package No. Smpb/Kar/Kemari/Rd-003) should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That following documents after incorporating addenda, if any except those parts relating to instructions to bidders shall be deemed to form be read and construed as part of this Agreement viz :
  - a. The Contract Agreement
  - b. The Letter of Acceptance.
  - c. The completed Form of Bid.
  - d. Special Stipulations (Appendix A to Bid)
  - e. The Special Conditions of Contract Part-II
  - f. The General Conditions Part-I,
  - g. The priced Bill of Quantities (Appendix D to Bid)

*Handwritten signature/initials*



016572

10 SEP 2012

SYED SAJJAD ALI  
Proprietor

(2)

- h. The completed Appendices to Bid (B, C E to L)
- i. The Drawings.
- j. The specifications
- k. \_\_\_\_\_ (any other)

l. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

m. Procuring Agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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



Signature of Contractor  
Seal

Witness:

Signature \_\_\_\_\_  
Name of Firm \_\_\_\_\_

*(Handwritten Signature)*  
(Signature of Procuring Agency)  
Seal

2. Signature \_\_\_\_\_  
Name of Firm \_\_\_\_\_





OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE/(P/C)/SMBBT/RD-003/2012/152

Date: 14/11/2012

M/s. Muhammad Siddiq & Brothers,  
C-11, Block-03, North Nazimabad,  
Karachi.

**LETTER OF COMMENCEMENT**

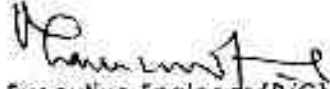
Subject: **CONSTRUCTION OF 60' WIDE ROADS NO: 00, 01, 02, 04, 05 & 06 AT  
BENAZIR TOWN, DEH MANDIARI, KAMARI TOWN, KARACHI  
(CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/RD-003.)**

With reference to the letter of acceptance for the above noted work at a cost of Rs. 8,29,03,850/- (Rupees Eight Crore Twenty Nine Lac Three Thousand Eight Hundred Fifty only) issued vide this office letter No: EE/(P/C)/SMBBT/RD-003/120, dated: 11-09-2012, You are requested to make immediate arrangement to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e (300) days.

Please note that the work should be carried out strictly in accordance with the drawing, design, specifications, term & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

In case you failed to commence the work within (14) Fourteen days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be initiate against you.

  
Executive Engineer (P/C)  
SMBBT, GOS

Copy forwarded for information to:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending Engineer, SMBBT.
4. The Assistant Executive Engineer, SMBBT.
5. The PS to Project Director, SMBBT.

BILL OF QUANTITIES

SUMMARY OF BILLS

BILL No.	DESCRIPTION	TOTAL (Rs.)
1.	ROAD WORKS	6,92,93,000
2.	UTILITIES CROSSING DUCT	4,69,66,000
3.	STORM WATER DRAINAGE	89,14,250
TOTAL OF BILLS - BID PRICE (To Form of Bid)		8,29,03,850

*29/6/12*

*29/6/12* *29/6/12*

SEAL OF THE COMPANY  
INITIAL

SIGNATURE OF BIDDER

*29.06.2012*

*29/6/12*

*29/6/12*

*29/6/12*

Executive Eng

## BILL OF QUANTITIES

### Bill No.1: ROAD WORKS

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing & Grubbing	Sq. ft	795,000	.50	397,500
104	Compaction of Natural Ground	Sq. ft	795,000	.50	397,500
106a	Excavate unsuitable common material	Cu. ft	20,000	3.00	60,000
106b	Excavate surplus medium rock material	Cu. ft	27,000	10.00	270,000
108a	Formation of Embankment from Roadway Excavation in Common Material	Cu. ft	90,000	6.00	540,000
108c	Formation of Embankment from Borrow Excavation in Common Material	Cu. ft	2,200,000	11.00	24,200,000
201	Granular sub-base	Cu. ft	190,000	22.00	4,180,000
202	Aggregate Base Course	Cu. ft	254,000	44.00	11,176,000
302a	Cut Back Asphalt for Bituminous Prime Coat	Sq. ft	379,000	4.00	1,516,000
203b	Asphalt Base Course	Cu. ft	64,000	352	22,528,000
601d	Precast Concrete (3000 psi) for Edge Block	Rft	38,000	106	4,028,000
<b>Total Bill No.1: ROAD WORKS</b>					<b>698,930,000</b>

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER



## BILL OF QUANTITIES

### Bill No.2 : UTILITIES CROSSING DUCT

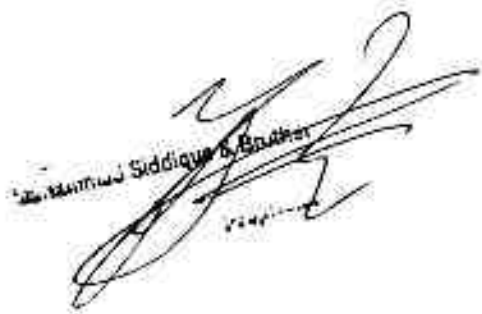
Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural excavation in common material	Cu.ft	25,400	7	177800
107c	Structural excavation in medium rock material	Cu.ft	7,700	9	69300
107d	Granular backfill	Cu.ft	4,400	25	110000
107e	Common backfill	Cu.ft	14,500	25	362500
401a	Concrete Class A-1 with SR Cement (3000 psi)	Cu.ft	6,300	425	2677500
501b	R.C. C Pipe ASTM C-76, BS 5911 with joints	Rit	2,500	565	1249500
<b>Total Bill No.2:UTILITIES CROSSING DUCT</b>					<b>4696600</b>

SEAL OF THE COMPANY

INITIAL

He

  
SIGNATURE OF BIDDER

  
Siddique & Brothers

He

Executive E.



## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called "the procuring agency" wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Annexure "B".

#### IB.2 Source of Funds

- 2.1 Procuring agency has received/allocated/ applied for loan/grant/ Federal/ Provincial/Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.

#### IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all interested bidders who are eligible under provisions of Sindh Public Procurement Rules as mentioned below and the criteria given in the Notice Inviting Tender (NIT)/ Bidding Document.

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder's capability to fulfill the contract in question.

a) Bidders may be excluded if:

- i. as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB, or
- ii. a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.

b) Government-owned enterprises or institutions may participate only if they can establish that they are;

- i. legally and financially autonomous, and
- ii. operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate, and Bidders shall include all



those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

c) Bidders are:-

- i. pre-qualified with procuring agency for particular project/scheme;
- ii. registered with Pakistan Engineering Council in particular category and discipline,
- iii. registered with relevant tax authorities (income/sales tax, wherever applicable)

#### **IB.4 One Bid per Bidder**

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

#### **IB.5 Cost of Bidding**

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids, and the procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **IB.6 Site Visit**

- 6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidders own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

### **B. BIDDING DOCUMENTS**

#### **IB.7 Contents of Bidding Documents (SSP RULE 21)**

- 7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.
- a. Instructions to Bidders.
  - b. Bidding Data.
  - c. General Conditions of Contract, Part-I (GCC).
  - d. Special Conditions of Contract, Part-II (SCC).
  - e. Specifications.
  - f. Form of Bid and Appendices to Bid.
  - g. Bill of Quantities (Appendix-D to Bid).

- 23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.
- 23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

**IB.24 Process to be Confidential. (SPP Rule 53)**

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) days prior to the award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

**IB.25 Clarification of Bid (SPP Rule 43)**

- 25.1 To assist in the examination, evaluation and comparison of bids, the procuring agency may, at its discretion, ask any bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the procuring agency in the evaluation of the bids in accordance with clause IB 28.

**IB.26 Examination of Bids and Determination of Responsiveness**

- 26.1 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.
- 26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures, depending on the selection procedure adopted by the procuring agency.

Muhammad Siddique & Brothers

26.3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works, (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

**(A). Major (material) Deviations include:-**

- i. has been not properly signed;
- ii. is not accompanied by the bid security of required amount and manner;
- iii. stipulating price adjustment when fixed price bids were called for;
- iv. failing to respond to specifications;
- v. failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- vi. sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- vii. refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- viii. taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- ix. a material deviation or reservation is one
  - a. which affect in any substantial way the scope, quality or performance of the works;
  - b. adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

26.5 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

*Muhammad Siddique & Brother*

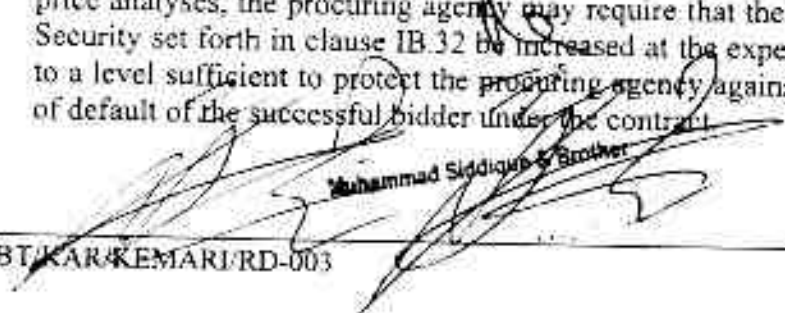


## **IB.27 Correction of Errors before Financial Evaluation**

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:
- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub-clause IB 15.6(b) hereof.

## **IB.28 Financial Evaluation and Comparison of Bids**

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- a. making any correction for errors pursuant to clause IB 27;
  - b. excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
  - c. making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.

  
Muhammad Siddique & Brother

6.10

### **Records of Contractor's Personnel and Equipment**

*The following paragraphs added:* The Contractor shall, upon request by the Engineer at any time in relation to any time of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

*The following sub-clause 7.9 is added in (GCC).*

7.9

### **Use of Pakistani Materials and Services**

The contractor shall, so far as may be consistent with the contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

8.1

### **Commencement of Works**

The last para is deleted and substituted with the following:

The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the contractor shall proceed with the works with due expedition and without delay.

8.11

### **Prolonged Suspension**

Replace 84 days by 120 days.

8.3

**Programme** *The following text is to be added after [Commencement of Works]* The programme shall be submitted in the form of:

- a) Critical Path Method (CPM) identifying the critical path/activities.

13.1

### **Right to vary**

In the last line of Para. after the word "Variation", the word "in writing" is added.

13.3

### **Variation procedure**

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

13.8

### **Adjustment for changes in cost**

This clause is deleted in entirety.

14.1

The Contract Price Sub-para (d) is deleted.

14.2

**Advance Payment** *The Text is deleted and replaced with following:* Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions:

### **Mobilization Advance/Advance Payment**

- i. Mobilization advance up to 10 % of the Contract Price may be paid by the Procuring Agency to the Contractor on the works costing RS2.5 million or above on following conditions:

- a) on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan, acceptable to the procuring agency;
  - b) contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- ii. This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

#### 14.5

#### Plants and Materials intended for Works

*Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non - perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only :-*

1. The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
  - i. The materials are in accordance with the specifications for the permanent works;
  - ii. Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
  - iii. The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - iv. The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - v. Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
  - vi. The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
  - vii. Secured Advance shall not be allowed unless and until the previous advance, if any, is fully paid.





GOVERNMENT OF SINDH  
PROJECT DIRECTORATE  
SHAHEED MUHTARMA BENAZIR BHUTTO TOWN  
Appolo Centre,, PNS Raza, Main Dalmia Road, Karachi.

No: EE/SMBBT/2012/INF-001/05

Dated 05<sup>th</sup> Nov 2012.

The Director (CB)  
SPPRA,  
Government of Sindh,  
Karachi.

Sub: CONTRACT EVALUATION FORM FOR THE WORK OF CONSTRUCTION OF  
INTERNAL DEVELOPMENT WORKS (BLOCK 09) AT BENAZIR TOWN, DEH  
MANDIARI, KEAMARI TOWN, KARACHI (CONTRACT PACKAGE NO:  
SMBBT/KAR/KEAMARI/INF-001)

Enclosed please find herewith Contract Evaluation Form alongwith copy of contract agreement, Bill of quantity, Award of work and Bid Evaluation Form, for the subject work for your further necessary action please.

  
Executive Engineer  
P/C-III, SMBBT  
Govt of Sindh

Encls: As above.

Copy to the:

1. The Chief Engineer, SMBBT
2. The Superintending Engineer, SMBBT.
3. PS to Project Director, SMBBT

3929  
21.11.012  
MLM

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

1	NAME OF THE ORGANIZATION	PROJECT DIRECTORATE, SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS LOCAL GOVERNMENT
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	
3	TITLE OF CONTRACT	Construction of Internal Development Works Block 09, Benazir Bhutto Town, Deh Mandian, Keamari Town, Karachi
4	TENDER NO	SMBBT/KAR/Keamari/NFRA-001
5	BRIEF DESCRIPTION OF CONTRACT	Construction of Internal Development Works Block 09, Benazir Bhutto Town, Deh Mandian, Keamari Town, Karachi
6	FORUM THAT APPROVED THE SCHEME	DDWP
7	TENDER ESTIMATED VALUE	Rs 5,68,64,303/-
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs 5,68,64,303/-
9	ESTIMATED COMPLETION PERIOD	Twelve (10) Months
10	TENDER OPENED ON (DATE & TIME)	29-06-2012 01:00 PM
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	03 Nos
12	NUMBER OF BIDS RECEIVED	03 Nos
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	List enclosed
14	BID EVALUATION REPORT (ATTACH A COPY)	Enclosed
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Kamran & Kampany, Office No. A-13, 4 <sup>th</sup> Floor, Dastkar Centre, Gulshan-e-Iqbal Karachi
16	CONTRACT AWARD PRICE	Rs: 5,67,31,009/-
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATED BID)	1 <sup>st</sup> Lowest
18	METHOD OF PROCUREMENT a) SINGLE STAGE ONE ENVELOPE PROCEDURE b) SINGLE STAGE TWO ENVELOPE PROCEDURE c) TWO STAGE BIDDING PROCEDURE d) TWO STAGE TWO ENVELOPE PROCEDURE	Single envelope procedure
19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT
20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	Yes

21	ADVERTISEMENT SPPRA WEBSITE	Daily DAWN, daily Express. Kawish dated 09 <sup>th</sup> June 2012. 8787/2012	
22	NEWSPAPERS NATURE OF CONTRACT	Domestic/Local	
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS?	Open competition bidding method was used	
24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS?		Yes
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING?		Yes
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?		Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID?		Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?		Yes
29	WHETHER THE NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?		Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?		Yes
31	ANY COMPLAINT RECEIVED		No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS		No
33	WAS THE EXTENSION MADE IN RESPONSE TIME?		No
34	ANY DEVIATION FROM QUALIFICATION CRITERIA		No
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?		Yes



36

WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT? DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD

No

37

WERE PROPER SAFEGUARD PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)

Yes

38

SPECIAL CONDITIONS IF ANY

No

39

DATE OF AWARD OF CONTRACT

28<sup>th</sup> Sept 2012

40

SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER



FOR OFFICE USE ONLY



**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI, PHONE # 021-99240255**

**BID EVALUATION REPORT.**

1. Name of Procuring Agency: Project Directorate,  
Shaheed Mohtarma Benazir Bhutto Towns.
2. Tender Reference No. INF-001
3. Tender Description/ Name of Work. Construction of Internal Development Works  
(Block-09), at Benazir Town, Deh Mandiari, Kemari Town,  
Karachi
4. Method of Procurement. Single Stage Single Envelope Procedure.
5. Tender Published. Daily Dawn, Daily Kowish & Daily Express.
6. Total Bid Documents Sold. 3 Nos.
7. Total Bids Received. 3 Nos.
8. Technical Bid Opening date. Not applicable.
9. No. of Bids Technically Qualified. Not applicable.
10. Bid(s) Rejected. No
11. Financial Bid Opening date: 29-Jun-12
12. **Bid Evaluation Report.**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Kamran & Kampany	56,731,009	56,864,302/-	0.23% below	1st	Accepted being the 1st Lowest.
2	M/s. King Enterprises.	59,211,327		4.13% above	2nd	Rejected being the 2nd Lowest.
3	M/s. Eastern Construction Co.	60,457,255		5.94% above	3rd	Rejected being the 3rd Lowest.

*[Signature]*  
 Dy. Director (F&A)  
 (Member)

*[Signature]*  
 Executive Engineer,  
 Scheme-36, KDA Wing.  
 (Member)

*[Signature]*  
 Executive Engineer,  
 SMBBT.  
 (Member) 23/7

*[Signature]*  
 Deputy Director (F&A),  
 SMBBT.  
 (Member, Secretary) 23/7/12

*[Signature]*  
 Director (F&A)  
 SMBBT.  
 (Chairman)

# BILL OF QUANTITIES

## SUMMARY OF BILLS

BILL No.	DESCRIPTION	TOTAL (Rs.)
1.	ROAD WORKS	26286200-
2.	SEWERAGE	23524827-
3.	WATER SUPPLY	6852742-
<b>TOTAL OF BILLS - BID PRICE (To Form of Bid)</b>		<b>56763769-</b>

~~SEAL OF THE COMPANY~~  
29/6/12

~~SIGNATURE OF BIDDER~~  
29/6/12

INITIAL

29-06-2012

29/6/12

[Handwritten Signature]



[Handwritten Signature]

Executive Engineer

# BILL OF QUANTITIES

## NO. 1: ROAD WORKS

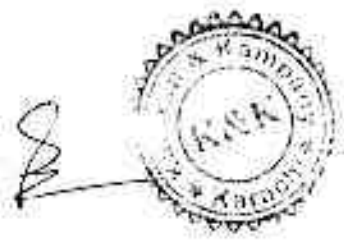
Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
Clearing & Grubbing	Sq.ft	285,000	1.00	285000
Compaction of Natural Ground	Sq.ft	285,000	1.05	299250
Excavate unsuitable common material	Cu.ft	13,000	5.25	68250
Excavate surplus medium rock material	Cu.ft	5,000	11.60	58000
Formation of Embankment from Roadway Excavation in Common Material	Cu.ft	88,000	7.90	695200
Formation of Embankment from Borrow Excavation in Common Material	Cu.ft	1,700,000	10	17000000
Sub grade preparation in earth cut	Sq.ft	50,000	3.65	182500
Granular sub-base	Cu.ft	100,000	22.50	2250000
Water Bound Macadam Base with coarse Aggregate Class B	Cu.ft	96,000	38	3648000
Single Surface Treatment including Bituminous Prime Coat	Sq.ft	190,000	10	1900000
<b>Total Bill No.1: ROAD WORKS</b>				<b>26380200</b>

*The above Sixty three lac fifty two thousand two hundred only.*

SEAL OF THE COMPANY

INITIAL

  
SIGNATURE OF BIDDER



*He*

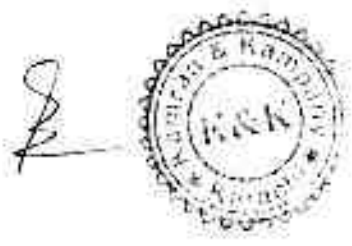


# BILL

## 2 : SEWERAGE

Item Descr.		Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule 1)</b>			
<b>EXCAVATION</b>			
Excavation for pipe line in trenches, and pits in soils i/c trimming and dressing sides to true and shape, leveling of beds of trenches to correct grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the Engrs. Incharge, providing fence guard light flags and temporary crossing for non-vehicular traffic where ever required upto 5 ft (1.52 m) and lead upto one chain (30.5 m)  0'-0" to 5'-0"			34565/-
Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers Incharge providing fence guard light flags and temporary crossing for non-vehicular traffic where ever required upto 5 ft (1.52 m) and lead upto one chain (30.5 m)  0'-0" to 5'-0"	Cu.ft	78.243	80298/-
<b>BACKFILLING</b>			
Refilling the excavated stuff in trenches in 6" thick layer including watering, ramming to full compaction etc complete.	Cu.ft	90.959	4.10
<b>Sub-Total (Part-A)</b>			

Contd.



He  
 EXECUTIVE ENGINEER  
 S.W.P.  
 Page 38 of 75

# BILL OF QUANTITIES

## No.2 : SEWERAGE

Seri. No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	<b>PART-B (None - Schedule Items )</b>				
<b>1</b>	<b>EXCAVATION</b>				
<b>1.1</b>	Add for extra lift of every 3ft of part thereof in item of all kinds of excavation 5ft to 8ft	Cu.ft	15,049	1.10	16554-
<b>1.2</b>	Add for extra lift of every 3ft of part thereof in item of all kinds of excavation 8ft to 11ft	Cu.ft	7,524	2.30	17305-
<b>3</b>	<b>GRANULAR BEDDING</b>				
<b>3.1</b>	Providing, spreading, and consolidating of granular bedding material of approved quality including watering etc. complete in all respect as per drawings and specification and as directed by the Engineer Incharge.	Cu.ft	12,416	22.85	279981-
<b>4</b>	<b>RCC PIPES</b>				
<b>4.1</b>	Providing RCC pipe of ASTM C-76-62/C-76-70 class-II wall B and fixing in trenches including cutting fitting and jointing with rubber rings including testing with water to specified pressure. (Using SR Cement) 9in dia RCC	Rft	8,209	755	6197795-
<b>5</b>	<b>CONSTRUCTION OF MANHOLE</b>				
<b>5.1</b>	Construction manhole in 1:2:4 Cement Concrete using SRC, for the 3'-0" inside dia of circular sewer 5'-0" depth and wall 9" thick all-round with Steel Fair Face form work and fixing 1" dia M.S bar steps 6" wide projecting 4" from the face of the wall at 12" C/C duly painted including CC benching etc. Including RCC manhole cover in 1:2:4, excavation, back filling and disposal of surplus earth Complete in all respect as per specification and Drawings and as per directed by Engineer/ Incharge.	Nos	172	78000-	13416000-
a)	0'-0" to 5'-0" Extra depth of Manhole	Rft	7	15600	109200
	<b>Sub Total of Part of "B"</b>				
	<b>Total Bill No.2: SEWERAGE</b>				83524827/-

*Two crore thirty five lac twenty seven thousand eight hundred twenty seven only*

SEAL OF THE COMPANY  
INITIAL

SIGNATURE OF BIDDER  
*He*

## BILL OF QUANTITIES

### 3: WATER SUPPLY

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items)</b>				
<b>EXCAVATION</b> Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers incharge providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	49,383	7	345681
Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth within a one chain as directed by the Engineers incharge. Providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	49,383.125	36.50	1802484
<b>SAND BEDDING</b> Supply/Stacking and filling sand of approved quality from out side sources in foundation trenches including dressing, watering & consolidation.	Cu. ft	12,750	10	127500
<b>BACKFILLING</b> Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete in all respect as per drawing and approval of the Engineer Incharge.	Cu. ft	85,465	4.10	350406
<b>PIPES (uPVC)</b> Providing uPVC pipes fixing in trench i/c cutting fitting and jointing with rubber ring (Z- joint) i/c testing with water to head 91.5 meter or 300 ft.	R ft		180	1656360
2" dia (Class C)	R ft	9,020		
3" dia (Class C)	R ft	1,238	299	370162
4" dia (Class C)	R ft			



*[Handwritten Signature]*

*He* Contd....

# BILL OF QUANTITIES

## 3: WATER SUPPLY

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items)</b>				
<b>FITTINGS (uPVC)</b>				
Providing and fixing uPVC Bell End fitting with rubber ring (Z-joint), with no welded joint, compatible to BSS in trenches to correct alignment and grade complete in all respect as indicated in the drawing and specifications and all other accessories and equipment required for laying and jointing testing etc.				
<b>TEE (EQUAL &amp; UNEQUAL)</b>				
4" X 4" X 4"	Nos	4	2180	8720
4" X 4" X 3"	Nos	8	1590	12720
3" X 3" X 3"	Nos	30	1040	31200
3" X 3" X 2"	Nos	-	-	-
2" X 2" X 2"	Nos	-	-	-
<b>END PLUG (Provisional)</b>				
2" dia	Nos	50	149	7450
3" dia	Nos	50	210	10500
4" dia	Nos	-	-	-
<b>THRUST BLOCKS</b>				
Cement Concrete Plain in 1:2:4 using SRC, including placing compacting finishing and curing complete in all respect as per drawing and approval of the Engineer Incharge				
	Cu. ft	151	189	28539
<b>PIPE SURROUND</b>				
Constructing of surround pipe and pipe support in concrete CC 1:2:4 using SRC, including cost of formwork and curing etc. complete in all respect as per instruction of engineer in charge and specification				
	Cu. ft	5,806	169	981214
<b>Sub-Total (Part-A) Fifteen Seven Lac one thousand Sevenly Six only.</b>				<b>5700176</b>

Contd.... 2-6

*[Handwritten Signature]*

*[Handwritten Signature]*



# BILL OF QUANTITIES

## WATER SUPPLY

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-B (None - Schedule Items)</b>				
<b>REDUCERS</b> 4" X 3"	Nos	4	400	1600-
<b>FLANGED ADOPTER</b> 3" dia	Nos			
4" dia	Nos	26	419	10874-
<b>GATE VALVES</b> C.I Sluice Valve heavy duty pattern (test pressure 21.0 Kg/sq cm or 300lb/sq inch)	Nos	12	801	9612
3" dia	Nos	2	11000	22000-
4" dia	Nos	6	15000	90000-
<b>WASH OUT VALVES</b> Providing and installing washout arrangement with extra flanges, pipes etc required for draining out the lines including pipe, fittings etc complete in all respect as per drawings and specification and as directed by the Engineer In charge.	Nos	3	13900	41700-
3" dia				
<b>AIR VALVES</b> Air Valve double acting 3" X 1" imported	Nos	8	23000	184000
3" dia				
<b>CONSTRUCTION OF VALVE CHAMBER</b> Construction of Valve chamber 3' X 3' ft inside dimension 5' deep as per approved design for 4" dia pipe cast iron cover and fram ( wt= 2Cwt qr fixed in RCC 1-1-1/2:1 slab 6" thick (with 5lbs steel per cft) top i/c providing and fixing MS foot rest every one foot beyond 2 1/2 ft depth curing ,excavation back filling and disposal of surplus earth complete. Including Reinforcement cost Fair face Steel form work etc. Complete in all respect and as per Drawing and specification.	Each	19	40000	760000-

**Sub Total of Part of "B"**

**Total Bill No.3: WATER SUPPLY Sixty eight lac fifty two thousand seven hundred and sixty two**

*Fourty five only*

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER

*He*



PROJECT DIRECTORATE  
SHAHEED MUHTARMA BENAZIR BHUTTO TOWN  
OFFICE OF THE EXECUTIVE ENGINEER

No.EE/SMBBT/INFR-001/2012/

Dated 28<sup>th</sup> Sept 2012.

M/s. Kamran & Kampany,  
Office No: A-13, 4<sup>th</sup> Floor,  
Dashtiar Centre, Block 13-A,  
University Road,  
Karachi.

**WORK ORDER**


Sub: **CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS BLOCK 09, BENAZIR TOWN  
DEH MANDIARI, KEAMARI TOWN KARACHI (CONTRACT NO: INF 001)**

With reference to the Letter of Acceptance for the subject work at a cost of to Rs. 5,67,31,009/- (Rupees Five Crore Sixty Seven Lacs Thirty One thousand Nine only) issued vide this Office letter No: EE/SMBBT/Infr-001/2012/ dated 31<sup>st</sup> August, 2012, you are requested to make immediate arrangements to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e. (10) Ten months. The time allowed for completion of work shall be considered as the essence of contract.

Please note that the work should be carried out strictly in accordance with the drawing, design, specification, terms & conditions agreed to as per contract agreement of above mentioned work. In this connection please get in touch with the Resident Engineer of the consultant M/s. EA Consulting Pvt Ltd and Assistant Executive Engineer of this division.

The execution of work and quality control shall be supervised by the consultant M/s. EA Consulting Pvt Ltd and payment towards work done shall be released after verification of bills by the consultant.

In case you failed, to commence the work within (14) fourteen days from the date of issued of this letter, action under relevant clauses of the contract agreement shall be initiated against you.

  
Executive Engineer  
PC-III SMBBT  
Government of Sindh

Copy to the:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending engineer, SMBBT.
4. The Consultant M/s. EA Consulting Pvt Ltd.
5. PS to Project Director, SMBBT.



GOVERNMENT OF SINDH  
PROJECT DIRECTORATE  
SHAHEED MUHTARMA BENAZIR BHUTTO TOWN  
Apollo Centre, PNS Raza, Main Dalmia Road, Karachi.

No: EE/SMBBT/2012/INF-002/04

Dated 05<sup>th</sup> Nov 2012.

The Director (CB)  
SPPRA,  
Government of Sindh,  
Karachi.

Sub: **CONTRACT EVALUATION FORM FOR THE WORK OF CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS (BLOCK 10) AT BENAZIR TOWN, DEH MANDIARI, KEAMARI TOWN, KARACHI (CONTRACT PACKAGE NO: SMBBT/KAR/KEAMARI/INF-002)**

Enclosed please find herewith Contract Evaluation Form alongwith copy of contract agreement, Bill of quantity, Award of work and Bid Evaluation Form, for the subject work for your further necessary action please.

M.L.S.  
3928  
21.11.011

  
Executive Engineer  
P/C-III, SMBBT  
Govt of Sindh

Encls: As above.

Copy to the:

1. The Chief Engineer, SMBBT
2. The Superintending Engineer, SMBBT.
3. PS to Project Director, SMBBT

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

1	NAME OF THE ORGANIZATION	PROJECT DIRECTORATE, SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS LOCAL GOVERNMENT
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	
3	TITLE OF CONTRACT	Construction of Internal Development Works Block 10, Benazir Bhutto Town, Deh Mandiani, Keamari Town, Karachi.
4	TENDER NO	SMBBT/KAR/Keamari/INFRA-001
5	BRIEF DESCRIPTION OF CONTRACT	Construction of Internal Development Works Block 10, Benazir Bhutto Town, Deh Mandiani, Keaman Town, Karach
6	FORUM THAT APPROVED THE SCHEME	DDWP
7	TENDER ESTIMATED VALUE	Rs. 7,44,22,111/-
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs. 7,44,22,111/-
9	ESTIMATED COMPLETION PERIOD	Twelve (10) Months
10	TENDER OPENED ON (DATE & TIME)	29-06-2012
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	03 Nos
12	NUMBER OF BIDS RECEIVED	03 Nos
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	List enclosed
14	BID EVALUATION REPORT (ATTACH A COPY)	Enclosed
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Abdul Sattar & Sons, B-520, Nusrat Bhutto Colony, North Nazimabad, Karachi
16	CONTRACT AWARD PRICE	Rs. 7,40,90,067/-
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATED BID)	1 <sup>st</sup> Lowest
18	METHOD OF PROCUREMENT a) SINGLE STAGE ONE ENVELOPE PROCEDURE b) SINGLE STAGE TWO ENVELOPE PROCEDURE c) TWO STAGE BIDDING PROCEDURE d) TWO STAGE TWO ENVELOPE PROCEDURE	Single envelope procedure
19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT



20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	Yes
21	ADVERTISEMENT SPPRA WEBSITE	Daily DAWN, daily Express, Kawish dated 09 <sup>th</sup> June 2012 8787/2012
22	NEWSPAPERS NATURE OF CONTRACT	Domestic/Local
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS?	Open competition bidding method was used.
24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS?	Yes
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING?	Yes
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID?	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?	Yes
29	WHETHER THE NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?	Yes
31	ANY COMPLAINT RECEIVED	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME?	No
34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No

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

Yes

36. WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT? DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD

No

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

Yes

38. SPECIAL CONDITIONS IF ANY

No

39. DATE OF AWARD OF CONTRACT

29<sup>th</sup> June 2012

40. SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER

  
PROJECT ENGINEER  
Lydia Development Authority


FOR OFFICE USE ONLY

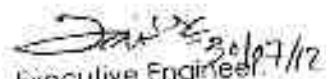
## BID EVALUATION REPORT.


- 1 Name of Procedure Agency: Project Directorate,  
Shaheed Mohlana Benazir Bhutto Towns.
- 2 Tender Reference No. INF-002
- 3 Tender Description/ Name of Work. Construction of internal Development Works (Block-10) at Benazir Town, Den Mandhari, Kemari Town, Karachi
- 4 Method of Procurement. Single Stage Single Envelope Procedure.
- 5 Tender Published. Daily Dawn, Daily Kawish & Daily Express
- Dated: 09-06-2012. SPPRA ID No. 8787/2012
- 6 Total Bid Documents Sold. 4 Nos.
- 7 Total Bids Received. 4 Nos.
- 8 Technical Bid Opening date. Not applicable.
- 9 No. of Bids Technically Qualified. Not applicable.
- 10 Bid(s) Rejected. No
- 11 Financial Bid Opening date: 29-Jun-12

### 12 Bid Evaluation Report.


S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Abdul Sattar & Sons.	74,090,067	74,422,111/-	0.45% below	1st	Accepted being the 1st Lowest.
2	M/s. Gulab Khan & Brothers	75,238,188		1.08% above	2nd	Rejected being the 2nd Lowest.
3	M/s. Shehzad Yousuf Zai	79,901,568		6.86% above	3rd	Rejected being the 3rd Lowest.
4	M/s. M. S. Khan & Brothers	Rate not quoted		N/A	....	....

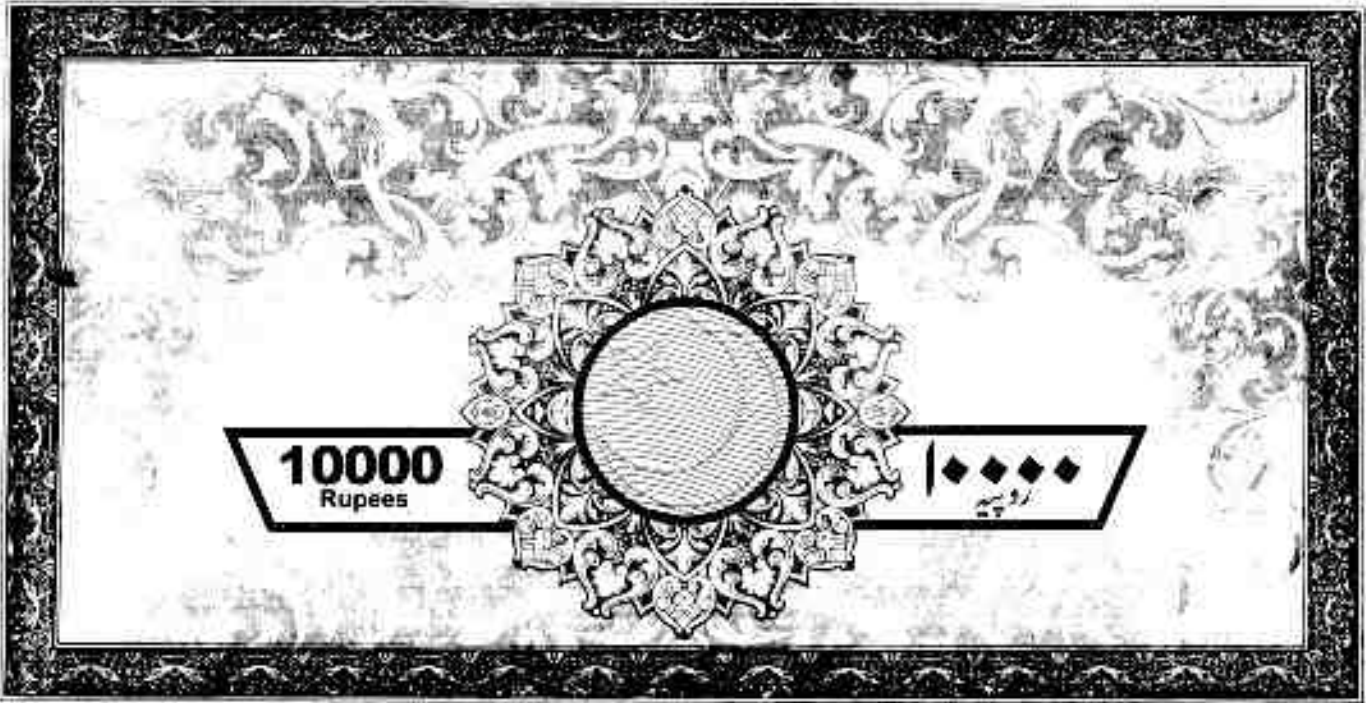
  
Dy. Director (F&A)  
Member

  
Executive Engineer  
Scheme-36, KDA Wing.  
(Member)

  
Executive Engineer  
SMBBT.  
(Member)

  
Deputy Director (F&A)  
SMBBT.  
(Member, Secretary)

  
Director (F&A)  
SMBBT.  
(Chairman)



*Zahid Mahmood*

7 144 S.S.H  
S.S.H  
S.S.H



*[Handwritten signature]*

**CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the 28<sup>th</sup> day Sept of (month) 2012 between Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the " Procuring Agency") of the one part and **M/s. Abdul Sattar & Sons**, House # B-520, Nusrat Bhuto colony, North Nazimabad, Karachi, (hereafter called the " Contractor ") of the other part.

WHEREAS the Procuring Agency is desirous that certain works viz Construction of Internal Development Works (Block 10) at Benazir Town, Deh Mandiari, Keamari Town, Karachi (Contract Package # SMBBT/KAR/KEAMARI/INF-002) should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects therein.

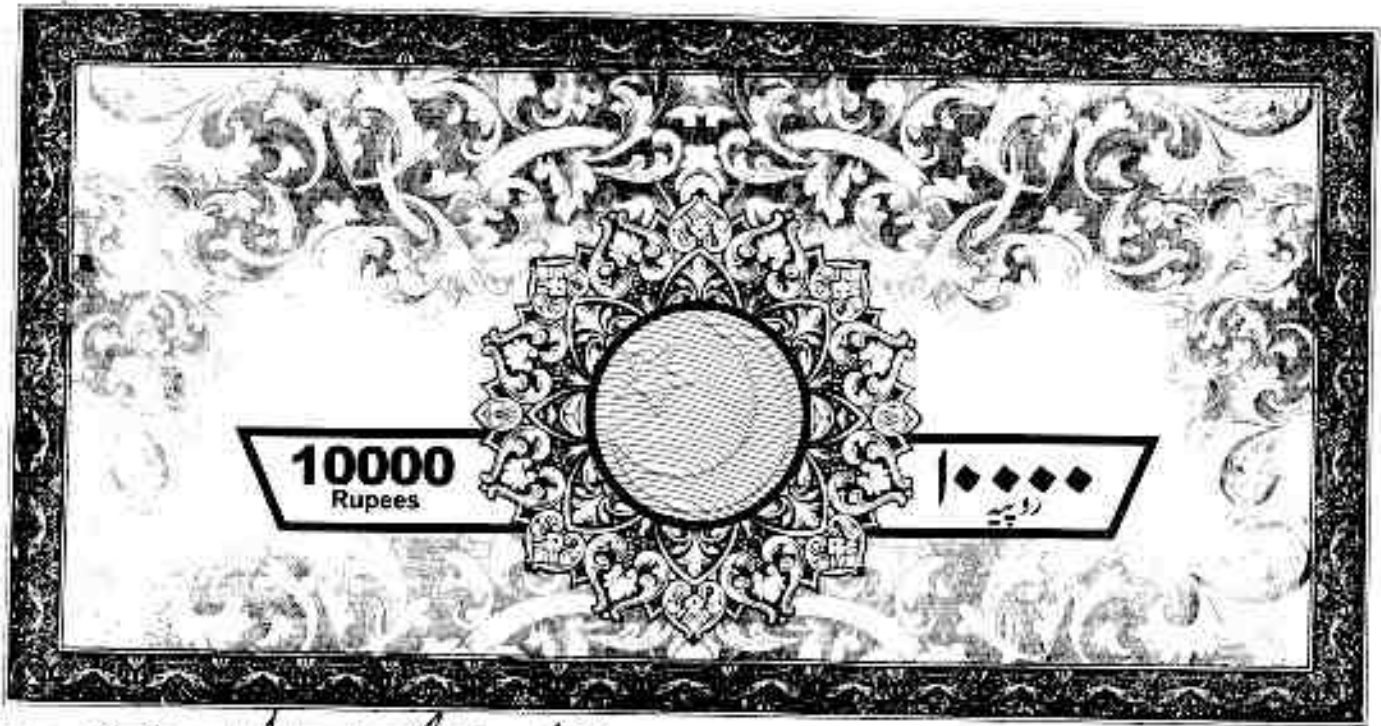
NOW this Agreement witnesseth as follows :

1. In this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the condition of Contract hereinafter referred to.
2. That following documents after incorporating addenda, if any except those parts relating to instructions to bidders shall be deemed to form be read and construed as part of this Agreement viz :
  - a. The Contract Agreement.
  - b. The Letter of Acceptance.
  - c. The completed Form of Bid.
  - d. Special Stipulations (Appendix A to Bid)
  - e. The Special conditions of Contract Part-III
  - f. The General Conditions.
  - g. The priced Bill of Quantities (Appendix D to Bid)



*[Handwritten signature]*





*Zaid Mahmood*  
7 144  
7 58h  
58h  
58h

: 2 :



- h. The completed appendices to Bid (B, C, E to L)
- i. The Drawings.
- j. The specifications
- k. \_\_\_\_\_ (any other)

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

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

(Signature of Contractor)  
*[Signature]*  
Seal

(Signature of Procuring Agency)  
*[Signature]*  
Seal

Witness:  
**Haji Sirajuddin & Brothers**  
1. Signature *[Signature]*  
Name of Firm Haji Sirajuddin & Brothers Proprietor

2. Signature *[Signature]*  
Name of Firm \_\_\_\_\_

# BILL OF QUANTITIES

## SUMMARY OF BILLS

No.	DESCRIPTION	TOTAL (Rs.)
	ROAD WORKS	
	SEWERAGE	
	WATER SUPPLY	
TOTAL OF BILLS - BID PRICE (To Form of Bid)		Rs. 7,40,90,938/-

SEAL OF THE COMPANY

SIGNATURE OF  
BIDDER

INITIAL

*[Handwritten signatures and initials]*  
05/7/12  
5/7/12  
5/7/12  
5/7/12  
5/7/12  
5/7/12



## BILL OF QUANTITIES

### No.1: ROAD WORKS

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
Clearing & Grubbing	Sq.ft	425,000	3/-	1275000
Compaction of Natural Ground	Sq.ft	425,000	3.10/-	1317500
Excavate unsuitable common material	Cu.ft	22,000	8/-	176000
Excavate surplus medium rock material	Cu.ft	6,000	15/-	90000
Formation of Embankment from Roadway Excavation in Common Material	Cu.ft	106,000	7/-	742000
Formation of Embankment from Borrow Excavation in Common Material	Cu.ft	1,520,000	9/-	13680000
Sub grade preparation in earth cut	Sq.ft	100,000	3.50/-	350000
Granular sub-base	Cu.ft	158,000	30/-	4740000
Water Bound Macadam Base with coarse Aggregate Class B	Cu.ft	155,000	30/-	4650000
Single Surface Treatment including Bituminous Prime Coat	Sq.ft	300,000	15/-	4500000
<b>Total Bill No.1: ROAD WORKS</b>				<b>31520500</b>

SEAL OF THE COMPANY

INITIAL

SIGNATURE OF BIDDER



Executive Engineer  
Page 37 of 75

## BILL OF QUANTITIES

### 2 : SEWERAGE

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items)</b>				
<b>EXCAVATION</b>				
Excavation for pipe line in trenches, and pits in all kind of soils i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the Engineering Incharge, providing fence guard light flags and temporary crossing for non-vehicular traffic where ever required lift upto 5 ft (1.52 m) and lead upto one chain (30.5 m)				
0'-0" to 5'-0"	Cu.ft	97.651	10/-	976510
Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers Incharge providing fence guard light flags and temporary crossing for non-vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead upto one chain (30.5 m)				
0'-0" to 5'-0"	Cu.ft	139.501	27.90/-	389207
<b>BACKFILLING</b>				
Refilling the excavated stuff in trenches in 6" thick layer including watering, ramming to full compaction etc complete.				
	Cu.ft	165.799	5/-	828998
<b>Sub-Total (Part-A)</b>				<b>569758</b>

Contd...



Executive Engineer



# BILL OF QUANTITIES

## No.2 : SEWERAGE

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-B (None - Schedule Items)</b>					
<b>1</b>	<b>EXCAVATION</b>				
1.1	Add for extra lift of every 3ft of part thereof in item of all kinds of excavation 5ft to 8ft	Cu.ft	27,900	13/-	362700
1.2	Add for extra lift of every 3ft of part thereof in item of all kinds of excavation 8ft to 11ft	Cu.ft	13,950	18/-	251100
<b>3</b>	<b>GRANULAR BEDDING</b>				
3.1	Providing, spreading, and consolidating of granular bedding material of approved quality including watering etc. complete in all respect as per drawings and specification and as directed by the Engineer Incharge.	Cu.ft	16,882	33/-	557106
<b>4</b>	<b>RCC PIPES</b>				
4.1	Providing RCC pipe of ASTM C-76-62/C-76-70 class-II wall B and fixing in trenches including cutting fitting and jointing with rubber rings including testing with water to specified pressure (Using SR Cement) 9in dia RCC	Rft	11,361	1400/-	15625400
<b>5</b>	<b>CONSTRUCTION OF MANHOLE</b>				
5.1	Construction manhole in 1:2:4 Cement Concrete using SRC, for the 3'-0" inside dia of circular sewer 5'-0" depth and wall 9" thick all-round with Steel Fair Face form work and fixing 1" dia M.S bar steps 6" wide projecting 4" from the face of the wall at 12" C/C duly painted including CC benching etc. Including RCC manhole cover in 1:2:4, excavation, back filling and disposal of surplus earth Complete in all respect as per specification and Drawings and as per directed by Engineer/ Incharge. 0'-0" to 5'-0" Extra depth of Manhole	Nos Rft	246 15	44500/- 9200/-	10947000 138000
<b>Sub Total of Part of "B"</b>					<b>27881306</b>
<b>Total Bill No.2: SEWERAGE</b>					<b>33578888</b>

SEAL OF THE COMPANY  
INITIAL

SIGNATURE BIDDER

*He*

## BILL OF QUANTITIES

### 3: WATER SUPPLY

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items)</b>				
<b>EXCAVATION</b> Excavation for pipe line in trenches, and pits in all soils of murum i/c trimming and dressing sides to correct level and grade cutting joints and disposal of surplus earth with in a one chain as directed by the engineers incharge providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	70,440.45	10/-	704400
Excavation for pipe line in trenches, and pits in all soils of rock i/c trimming and dressing sides to correct alignment and shape, leveling of beds of trenches to correct level and grade cutting joints and disposal of surplus earth within a one chain as directed by the Engineers incharge. Providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	70,440.45	33/-	2324520
<b>SAND BEDDING</b> Supply Stacking and filling sand of approved quality from out side sources in foundation trenches including dressing, watering & consolidation.	Cu. ft	18,265.45	16/-	292240
<b>BACKFILLING</b> Backfilling the excavated stuff in trenches 6" thick i/c watering ramming to full compaction etc complete in all respect as per drawing and approval of the Engineer Incharge.	Cu. ft	121,917.27	3.25/-	396230
<b>PIPES (UPVC)</b> Laying UPVC pipes fixing in trench i/c cutting bedding and jointing with rubber ring (Z- joint) i/c testing with water to head 91.5 meter or 300 ft.	R ft.	2,750.00	95/-	261250
12" dia (Class C)	R ft.	10,857.00	155/-	1682835
15" dia (Class C)	R ft.	1,210.00	250/-	302500



Contd.  
M

## BILL OF QUANTITIES

### WATER SUPPLY

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items )</b>				
<b>FITTINGS (uPVC)</b>				
Providing and fixing uPVC Bell End fitting with rubber gasket (Z-joint), with no welded joint, compatible to BSS specification in trenches to correct alignment and grade complete in all respect as indicated in the drawing and specifications and all other accessories and equipment required for laying and jointing testing etc.				
<b>TEE (EQUAL &amp; UNEQUAL)</b>				
4" X 4" X 4"	Nos	4	1950/-	8700
4" X 4" X 3"	Nos	8	1550/-	12400
3" X 3" X 3"	Nos	37	850/-	31450
3" X 3" X 2"	Nos	4	1050/-	4200
2" X 2" X 2"	Nos	9	750/-	6750
<b>END PLUG (Provisional)</b>				
2" dia	Nos	50	475/-	23750
3" dia	Nos	50	250/-	12500
4" dia	Nos	-	-	-
<b>THRUST BLOCKS</b>				
Cement Concrete Plain in 1:2:4 using SRC, including placing compacting finishing and curing complete in all respect as per drawing and approval of the Engineer incharge	Cu. ft	216	175/-	37800
<b>PIPE SURROUND</b>				
Constructing of surround pipe and pipe support in concrete CC 1:2:4 using SRC, including cost of formwork and curing etc complete in all respect as per instruction of engineer in charge and specification	Cu. ft	6,903	175/-	1208900
<b>Sub-Total (Part-A)</b>				<b>7310425</b>

Contd....



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# BILL OF QUANTITIES

## WATER SUPPLY

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-B (Non - Schedule Items)</b>				
<b>REDUCERS</b> 4" X 3"	Nos	5	425/-	2125
<b>FLANGED ADOPTER</b> 3" dia	Nos	34	500/-	17000
4" dia	Nos	8	1000/-	8000
<b>GATE VALVES</b> C.I Sluice Valve heavy duty pattern (test pressure 21.0 Kg/sq cm or 300lb/sq inch)				
3" dia	Nos	5	12000/-	60000
4" dia	Nos	4	16000/-	64000
<b>WASH OUT VALVES</b> Providing and installing washout arrangement with extra flanges, pipes etc required for draining out the lines including pipe, fittings etc complete in all respect as per drawings and specification and as directed by the Engineer In charge.				
3" dia	Nos	3	15000/-	45000
<b>AIR VALVES</b> Air Valve double acting 3" X 1" imported				
3" dia	Nos	9	25000/-	225000
<b>CONSTRUCTION OF VALVE CHAMBER</b> Construction of Valve chamber 3' X 3' ft inside dimension 3" deep as per approved design for 4" dia pipe cast iron cover and frame (wt- 2Cwt) fixed in RCC 1:1-1:2:3 slab 6" thick (with 5lbs steel per sq ft) top (ie providing and fixing MS foot rest every one foot beyond 2 1/2 ft depth curing, excavation back filling and disposal of surplus earth complete. Including Reinforcement cost, Fair face Steel form work etc. Complete in all respect and as per Drawing and specification.	Each	21	60000/-	1260000
<b>Sub Total of Part of "B"</b>				<b>1681125</b>
<b>Total Bill No.3: WATER SUPPLY</b>				<b>8991550</b>

SEAL OF THE COMPANY

INITIAL



SIGNATURE OF BIDDER

*(Handwritten Signature)*





PROJECT DIRECTORATE  
SHAHEED MUHTARMA BENAZIR BHUTTO TOWN  
OFFICE OF THE EXECUTIVE ENGINEER

No: EE/SMBBT/INFR-002/2012/04

Dated 28<sup>th</sup> Sept 2012.

M/s. Abdul Sattar & Sons,  
Plot # B-520, Nusrat Bhutto Colony,  
North Nazimabad,  
Karachi.

**WORK ORDER**

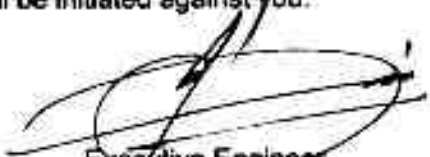
Sub: **CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS BLOCK 10, BENAZIR TOWN  
DEH MANDIARI, KEAMARI TOWN KARACHI (CONTRACT NO: INF 002)**

With reference to the Letter of Acceptance for the subject work at a cost of to Rs. 7,40,90,067/- (Rupees Seven Crore Forty Lacs Ninety thousand Sixty Seven only) issued vide this Office letter No: EE/SMBBT/Infr-002/2012/ dated 31<sup>st</sup> August, 2012, you are requested to make immediate arrangements to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e. (10) Ten months. The time allowed for completion of work shall be considered as the essence of contract.

Please note that the work should be carried out strictly in accordance with the drawing, design, specification, terms & conditions agreed to as per contract agreement of above mentioned work. In this connection please get in touch with the Resident Engineer of the consultant M/s. EA Consulting Pvt Ltd and Assistant Executive Engineer of this division.

The execution of work and quality control shall be supervised by the consultant M/s. EA Consulting Pvt Ltd and payment towards work done shall be released after verification of bills by the consultant.

In case you failed, to commence the work within (14) fourteen days from the date of issued of this letter, action under relevant clauses of the contract agreement shall be initiated against you.

  
Executive Engineer  
PC-III SMBBT  
Government of Sindh

Copy to the:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending engineer, SMBBT.
4. The Consultant M/s. EA Consulting Pvt Ltd.
5. PS to Project Director, SMBBT.



GOVERNMENT OF SINDH  
PROJECT DIRECTORATE  
SHAHEED MUHTARMA BENAZIR BHUTTO TOWN  
Appolo Centre, PNS Raza, Main Dalmia Road, Karachi.

No: EE/SMBBT/2012/INF-003/ of

Dated 05<sup>th</sup> Nov 2012.

The Director (CB)  
SPPRA,  
Government of Sindh,  
Karachi.

Sub: CONTRACT EVALUATION FORM FOR THE WORK OF CONSTRUCTION OF  
INTERNAL DEVELOPMENT WORKS (BLOCK 11) AT BENAZIR TOWN, DEH  
MANDIARI, KEAMARI TOWN, KARACHI (CONTRACT PACKAGE NO:  
SMBBT/KAR/KEAMARI/INF-003)

Enclosed please find herewith Contract Evaluation Form alongwith copy of contract agreement, Bill of quantity, Award of work and Bid Evaluation Form, for the subject work for your further necessary action please.

  
Executive Engineer  
P/C-III, SMBBT  
Govt of Sindh

Encls: As above.

Copy to the:

1. The Chief Engineer, SMBBT
2. The Superintending Engineer, SMBBT.
3. PS to Project Director, SMBBT

MGB

3927  
21.11.012


## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

1	NAME OF THE ORGANIZATION	PROJECT DIRECTORATE, SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS LOCAL GOVERNMENT
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	
3	TITLE OF CONTRACT	Construction of Internal Development Works Block 11, Benazir Bhutto Town, Deh Mandiari, Keamari Town, Karachi
4	TENDER NO	SMBBT/KAR/Keamari/INFRA-003
5	BRIEF DESCRIPTION OF CONTRACT	Construction of Internal Development Works Block 11, Benazir Bhutto Town, Deh Mandiari, Keamari Town, Karachi
6	FORUM THAT APPROVED THE SCHEME	DDWP
7	TENDER ESTIMATED VALUE	Rs. 7,93,92,794/-
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs. 7,93,92,794/-
9	ESTIMATED COMPLETION PERIOD	Twelve (10) Months
10	TENDER OPENED ON (DATE & TIME)	29-06-2012
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	03 Nos
12	NUMBER OF BIDS RECEIVED	03 Nos
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	List enclosed
14	BID EVALUATION REPORT (ATTACH A COPY)	Enclosed
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Pak Constructors & Engineers, E-74, Block "E", Gulshan-e-Jamal, Rashid Minhas Road Karachi
16	CONTRACT AWARD PRICE	Rs. 7,87,16,463/-
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATED BID)	1 <sup>st</sup> Lowest
18	METHOD OF PROCUREMENT a) SINGLE STAGE ONE ENVELOPE PROCEDURE b) SINGLE STAGE TWO ENVELOPE PROCEDURE c) TWO STAGE BIDDING PROCEDURE d) TWO STAGE TWO ENVELOPE PROCEDURE	Single envelope procedure
19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT

20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	Yes
21	ADVERTISEMENT SPPRA WEBSITE	Daily DAWN, daily Express, Kawish dated 09 <sup>th</sup> June 2012. 8787/2012
22	NEWSPAPERS NATURE OF CONTRACT	Domestic/Local
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS?	Open competition bidding method was used
24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS?	Yes
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING?	Yes
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID?	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?	Yes
29	WHETHER THE NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?	Yes
31	ANY COMPLAINT RECEIVED	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME?	No
34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No



35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	Yes
36	WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT? DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD	No
37	WERE PROPER SAFEGUARD PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)	Yes
38	SPECIAL CONDITIONS IF ANY	No
39	DATE OF AWARD OF CONTRACT	29 <sup>th</sup> June 2012
40	SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	 <p>EXECUTIVE ENGINEER  <small>Public Works Department</small>  Lyan Wala Spina, Sullana</p>
FOR OFFICE USE ONLY		



**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI, PHONE # 021-99240255**

**BID EVALUATION REPORT.**

- 1 Name of Procuring Agency: Project Directorate,  
Shaheed Mohtarma Benazir Bhutto Towns.
- 2 Tender Reference No: INF-003
- 3 Tender Description/ Name of Work: Construction of Internal Development Works (Block-11), at Benazir Town, Deh Mandiari, Kemari Town, Karachi
- 4 Method of Procurement: Single Stage Single Envelope Procedure.
- 5 Tender Published: Daily Dawn, Daily Kawish & Daily Express.  
Dated: 09-06-2012. SPPRA ID No. 8787/2012.
- 6 Total Bid Documents Sold: 3 Nos.
- 7 Total Bids Received: 3 Nos.
- 8 Technical Bid Opening date: Not applicable.
- 9 No. of Bids Technically Qualified: Not applicable.
- 10 Bid(s) Rejected: No
- 11 Financial Bid Opening date: 29-Jun-12

12 **Bid Evaluation Report.**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Pak Constructors & Engineers	78,716,463	79,392,794/-	0.85% below	1st	Accepted being the 1st Lowest.
2	M/s. King Enterprises.	81,186,787		2.22% above	2nd	Rejected being the 2nd Lowest.
3	M/s. Trend Construction Co.	84,999,940		....	....	Disqualified as Bid Security Amount is Less than required 2% of Quoted Bid Price

*[Signature]*  
 Dy. Director (F&A)  
 MD  
 (Member)

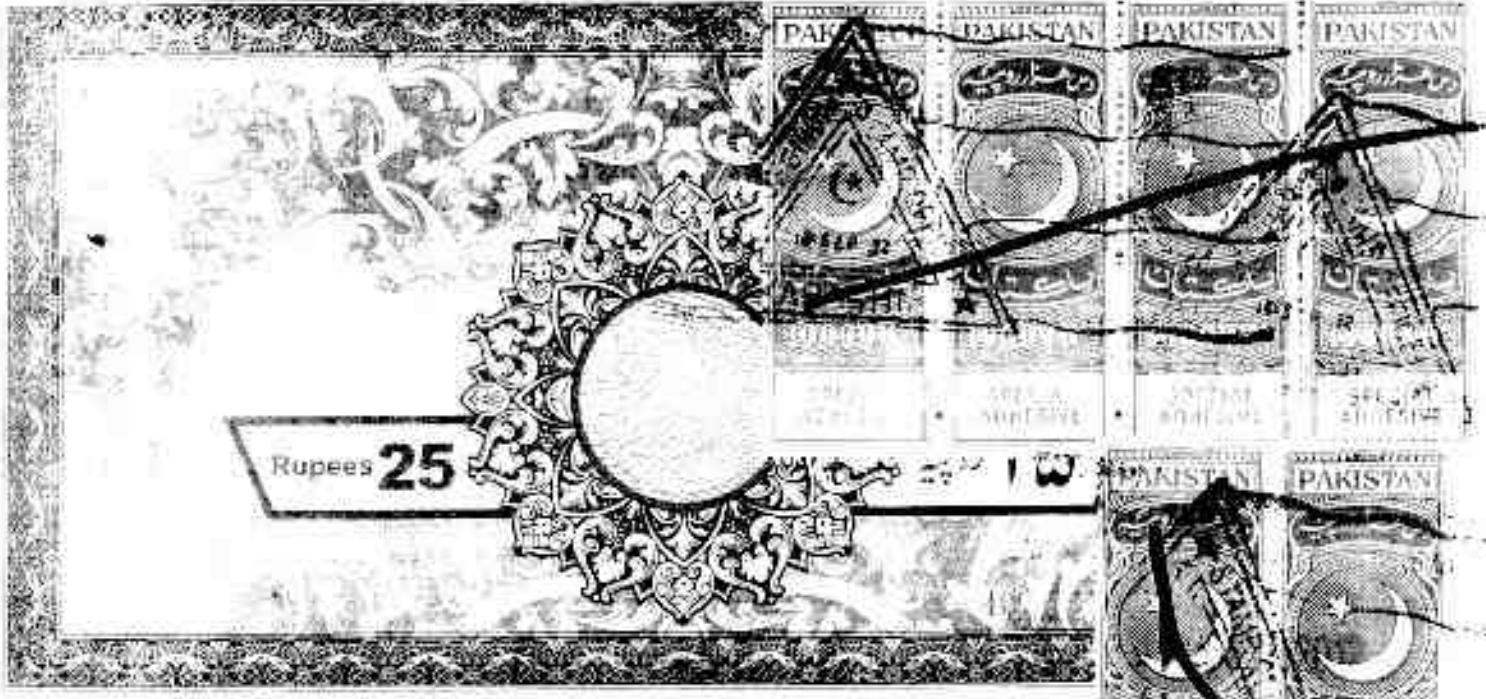
*[Signature]*  
 Executive Engineer,  
 Scheme-36, KDA Wing.  
 (Member)

*[Signature]*  
 Executive Engineer,  
 SMBBT.  
 (Member) 23/07

Deputy Director (F&A).  
 SMBBT.  
 (Member, Secretary)

*[Signature]*  
 Director (F&A).  
 SMBBT.  
 (Chairman)

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M/s Pak Constructors & Engineer

**CONTRACT AGREEMENT**



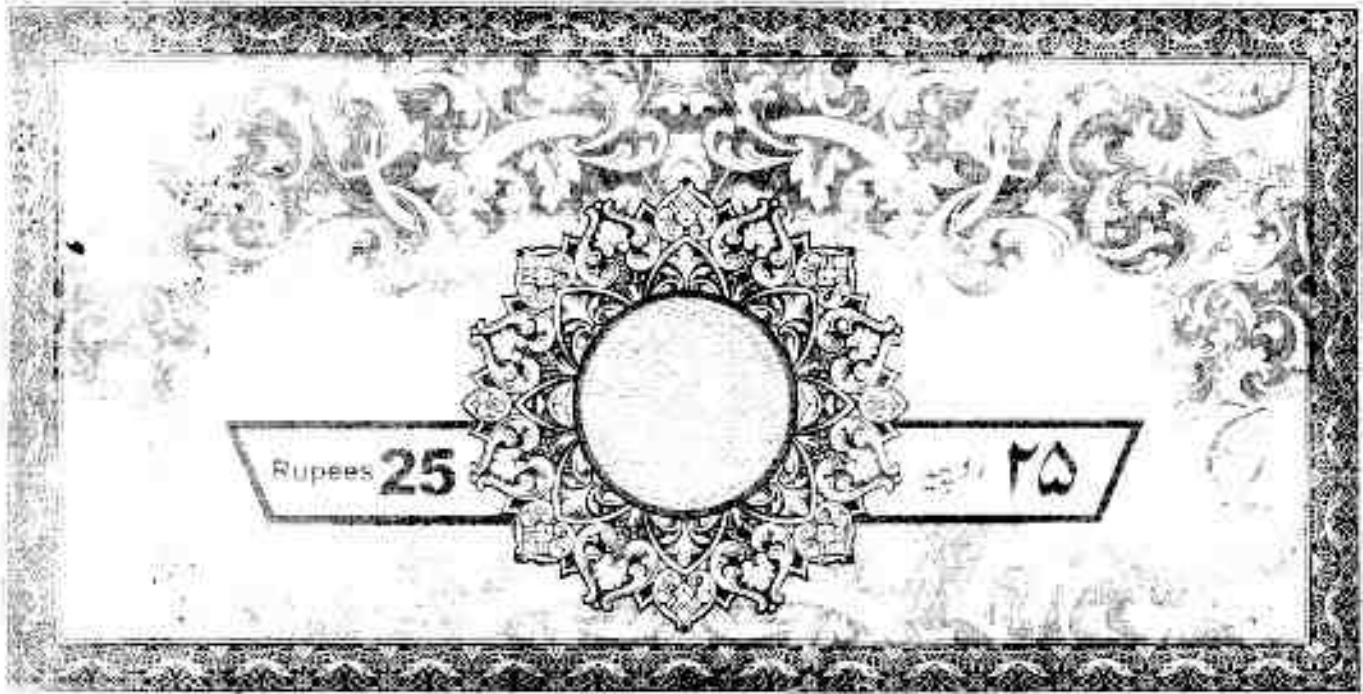
THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 28<sup>th</sup> day of September 2012 between as Project Director S.M.B.B.T. (hereinafter called the "Procuring Agency") of the one part and M/s. Pak Constructors & Engineer (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

**NOW this Agreement witnesseth – as follows:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a. The Contract Agreement;
  - b. The Letter of Acceptance;
  - c. The completed Form of Bid;
  - d. Special Stipulations (Appendix-A to Bid);
  - e. The Special Conditions of Contract – Part II;
  - f. The General Conditions – Part I;
  - g. The priced Bill of Quantities (Appendix-D to Bid);
  - h. The completed Appendices to Bid (B, C, E to L);
  - i. The Drawings;
  - j. The Specifications.
  - k. \_\_\_\_\_ (any other)

Handwritten signature or scribble at the bottom right of the page.



5555-2 M/s. Jute Constructors & Engineers

3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby convenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby convenants to pay the contractor, in consideration on the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

*[Signature]*  
Signature of the Contractor

*[Signature]*  
Signature of Procuring Agency

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness: *[Signature]*  
M/s. Mehrsam Traders.  
(Name, Title and Address)

Witness: *[Signature]*  
M/s. Qasim Khan & Co.  
(Name, Title and Address)



# BILL OF QUANTITIES

## SUMMARY OF BILLS

BILL No.	DESCRIPTION	TOTAL (Rs.)
1.	ROAD WORKS	387,65000/-
2.	SEWERAGE	3,11,94,490/=
3.	WATER SUPPLY	2816891/=
<b>TOTAL OF BILLS - BID PRICE (To Form of Bid)</b>		<b>7,87,16,381/-</b>

29/6/12  
 29/6/12

*[Signature]*  
29/6/12

*[Signature]*  
29/6/12

*[Signature]*

SEAL OF THE COMPANY



SIGNATURE OF BIDDER

INITIAL

*[Signature]*  
29.06.2012

*[Signature]*  
29/6/12

*[Signature]*  
Executive Engineer  
SMBST

## BILL OF QUANTITIES

### Bill No.1: ROAD WORKS

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing & Grubbing	Sq.ft	385,000	1/-	3,85,000/-
104	Compaction of Natural Ground	Sq.ft	385,000	1/-	3,85,000/-
106a	Excavate unsuitable common material	Cu.ft	34,500	5/-	1,72,500/-
106b	Excavate surplus medium rock material	Cu.ft	10,000	12/-	1,20,000/-
108a	Formation of Embankment from Roadway Excavation in Common Material	Cu.ft	134,000	5/-	6,70,000/-
108c	Formation of Embankment from Borrow Excavation in Common Material	Cu.ft	2,508,000	10.5/-	26,334,000/-
110	Sub grade preparation in earth cut	Sq.ft	75,000	4/-	3,00,000/-
111	Granular sub-base	Cu.ft	136,000	23/-	31,28,000/-
112	Water Bound Macadam Base with coarse Aggregate Class B	Cu.ft	132,000	44/-	58,08,000/-
113	Single Surface Treatment including Bituminous Prime Coat	Sq.ft	255,000	5.50/-	14,02,500/-
<b>Total Bill No.1: ROAD WORKS</b>					<b>3,27,05,000/-</b>

SEAL OF THE COMPANY

INITIAL



SIGNATURE OF BIDDER

*[Handwritten Signature]*

*[Handwritten Initial]*


## BILL OF QUANTITIES

Bill No.2 : SEWERAGE

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items)</b>					
1	<b>EXCAVATION</b>				
1.1	Excavation for pipe line in trenches, and pits in all kind of soils i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the Engineering Incharge, providing fence guard light flags and temporary crossing for non-vehicular traffic where ever required lift upto 5 ft (1.52 m) and lead upto one chain (30.5 m) 0'-0" to 5'-0"	Cu.ft	80,018	18/-	14,40,340/-
1.2	Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers Incharge providing fence guard light flags and temporary crossing for non-vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead upto one chain (30.5 m) 0'-0" to 5'-0"	Cu.ft	114,312	35/-	4000,100/-
	<b>BACKFILLING</b>				
	Refilling the excavated stuff in trenches in 6" thick layer including watering, ramming to full compaction etc complete	Cu.ft	206,146	10/-	206,1460/-
<b>Sub-Total (Part-A)</b>					<b>750,2720/-</b>

Contd....



  
**Executive Engineer**  
 P. G. M. B. B. T.

## BILL OF QUANTITIES

Bill No.2 : SEWERAGE

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-B (None - Schedule Items)</b>					
<b>1</b>	<b>EXCAVATION</b>				
1.1	Add for extra lift of every 3ft of part thereof in item of all kinds of excavation 5ft to 8ft	Cu.ft	22,862	5/-	114310/-
1.2	Add for extra lift of every 3ft of part thereof in item of all kinds of excavation 8ft to 11ft	Cu.ft	11,431	10/-	114310/-
<b>3</b>	<b>GRANULAR BEDDING</b>				
3.1	Providing, spreading, and consolidating of granular bedding material of approved quality including watering etc. complete in all respect as per drawings and specification and as directed by the Engineer Incharge.	Cu.ft	17,011	50/-	850550/-
<b>4</b>	<b>RCC PIPES</b>				
4.1	Providing RCC pipe of ASTM C-76-62T/C-76-70 class-II wall B and fixing in trenches including cutting fitting and jointing with rubber rings including testing with water to specified pressure. (Using SR Cement) 9in dia RCC	Rft	11,247	800/-	8997600/-
<b>5</b>	<b>CONSTRUCTION OF MANHOLE</b>				
5.1	Construction manhole in 1:2:4 Cement Concrete using SRC, for the 3'-0" inside dia of circular sewer 5'-0" depth and wall 9" thick all-round with Steel Fair Face form work and fixing 1" dia M.S bar steps 6" wide projecting 4" from the face of the wall at 12" C/C duly painted including CC benching etc. Including RCC manhole cover in 1:2:4, excavation, back filling and disposal of surplus earth Complete in all respect as per specification and Drawings and as per directed by Engineer/ Incharge. 0'-0" to 5'-0" Extra depth of Manhole	Nos Rft	226 11	66000/- 50000/-	13560000/- 550000/-
<b>Sub Total of Part of "B"</b>					23691770/-
<b>Total Bill No.2: SEWERAGE</b>					3,11,94,490/-

SEAL OF THE COMPANY  
INITIAL



SIGNATURE OF BIDDER

Executive Engineer

SMBBT 77



## BILL OF QUANTITIES

### No.3 WATER SUPPLY

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items)</b>					
	<b>EXCAVATION</b>				
	Excavation for pipe line in trenches, and pits in all kind of soils i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers incharge providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	68,246.60	2/-	5,45,968/-
	Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth within a one chain as directed by the Engineers incharge. Providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	68,246.60	15/-	10,23,699/-
	<b>SAND BEDDING</b>				
	Supply Stacking and filling sand of approved quality from out side sources in foundation trenches including dressing, watering & consolidation.	Cu. ft	17,696.25	30/-	5,30,880/-
	<b>BACKFILLING</b>				
	Backfilling the excavated stuff in trenches 6" thick i/c watering ramming to full compaction etc complete in all respect as per drawing and approval of the Engineer Incharge.	Cu. ft	118,119.34	8/-	9,44,952/-
	<b>PIPES (uPVC)</b>				
	Supplying uPVC pipes fixing in trench i/c cutting and jointing with rubber ring (Z joint) i/c testing with water to head 91.5 meter or 300 ft.	R ft.	2,750.00	150/-	4,12,500/-
	10" (Class C)	R ft.	10,340.00	150/-	15,51,000/-
	12" (Class C)	R ft.	1,265.00	225/-	2,84,625



He Contd....

# BILL OF QUANTITIES

Bill No.3 : WATER SUPPLY

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items)</b>					
5	<b>FITTINGS (uPVC)</b> Providing and fixing uPVC Bell End fitting with rubber ring (Z-joint), with no welded joint, compatible to BSS etc in trenches to correct alignment and grade complete in all respect as indicated in the drawing and specifications and all other accessories and equipment required for laying and jointing testing etc.				
	TEE (EQUAL & UNEQUAL)				
	4" X 4" X 4"	Nos	4	600/-	2400/-
	4" X 4" X 3"	Nos	8	5500/-	44000/-
	3" X 3" X 3"	Nos	33	500/-	16500/-
	3" X 3" X 2"	Nos	6	4500/-	27000/-
	2" X 2" X 2"	Nos	8	2750/-	22000/-
	<b>END PLUG (Provisional)</b>				
	2" dia	Nos	50	1200/-	60,000/-
	3" dia	Nos	50	1500/-	75,000/-
	4" dia	Nos	-	-	-
	<b>THRUST BLOCKS</b>				
	Cement Concrete Plain in 1:2:4 using SRC, including placing compacting finishing and curing complete in all respect as per drawing and approval of the Engineer in charge	Cu. ft	205.99	350/-	72096/-
	<b>PIPE SURROUND</b>				
	Constructing of surround pipe and pipe support in concrete 1:2:4 using SRC, including cost of formwork and curing etc. complete in all respect as per instruction of Engineer in charge and specification.	Cu. ft	6.804.72	250/-	1701180/-
<b>Total (Part-A)</b>					<b>7421276/-</b>

Contd....



He  
Executive Engineer  
SMBBT

# BILL OF QUANTITIES

**No.3 : WATER SUPPLY**

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-B (None - Schedule Items )</b>					
1	REDUCERS 4" X 3"	Nos	6	4000/-	24000/-
2	FLANGED ADOPTER 3" dia	Nos	38	3500/-	133000/-
	4" dia	Nos	10	4500/-	45000/-
	GATE VALVES C.I Sluice Valve heavy duty pattern (test pressure 21.0 Kg/sq cm or 300lb/sq inch)				
	3" dia	Nos	5	20000/-	100000/-
	4" dia	Nos	5	25000/-	125000/-
	WASH OUT VALVES Providing and installing washout arrangement with extra flanges, pipes etc required for draining out the lines including pipe, fittings etc complete in all respect as per drawings and specification and as directed by the Engineer in charge.				
	3" dia	Nos	4	7500/-	30000/-
	AIR VALVES Air Valve double acting 3" X 1" imported				
	3" dia	Nos	10	15000/-	150000/-
	CONSTRUCTION OF VALVE CHAMBER Construction of Valve chamber 3'X 3' ft inside dimension 5" deep as per approved design for 4" dia pipe cast iron cover and fram ( wt= 2Cwt qr fixed in RCC 1:1-1/2:3 slab 6" thick (with 5lbs steel per cft) top l/c providing and fixing MS foot rest every one foot beyond 2 1/2 ft depth curing ,excavation back filling and disposal of surplus earth complete. Including Reinforcement cost face Steel form work etc. Complete in all respect as per Drawing and specification.	Each	24	30000/-	720000/-
<b>Total of Part of "B"</b>					<b>1327000/-</b>
<b>Bill No.3: WATER SUPPLY</b>					<b>2816891/-</b>

SEAL OF THE COMPANY

INITIAL



SIGNATURE OF BIDDER

*He*



PROJECT DIRECTORATE  
SHAHEED MUHTARMA BENAZIR BHUTTO TOWN  
OFFICE OF THE EXECUTIVE ENGINEER

Dated 28<sup>th</sup> Sept 2012.

No:EE/SMBBT/INFR-003/2012/03

M/s. Pak Constructors & Engineers,  
E-74, Block E,  
Gulshan-e-Jamal,  
Rashid Minhas Road,  
Karachi.

**WORK ORDER**

Sub: **CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS BLOCK 11, BENAZIR TOWN  
DEH MANDIARI, KEAMARI TOWN KARACHI (CONTRACT NO: INF 003)**

With reference to the Letter of Acceptance for the subject work at a cost of to Rs. 7,87,16,463/- (Rupees Seven Crore Eighty Seven Lacs Sixteen thousand Four hundred Sixty three only) issued vide this Office letter No: EE/SMBBT/Infr-003/2012/ dated 31<sup>st</sup> August, 2012, you are requested to make immediate arrangements to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents i.e (10) Ten months. The time allowed for completion of work shall be considered as the essence of contract.

Please note that the work should be carried out strictly in accordance with the drawing, design, specification, terms & conditions agreed to as per contract agreement of above mentioned work. In this connection please get in touch with the Resident Engineer of the consultant M/s. EA Consulting Pvt Ltd and Assistant Executive Engineer of this division.

The execution of work and quality control shall be supervised by the consultant M/s. EA Consulting Pvt Ltd and payment towards work done shall be released after verification of bills by the consultant.

In case you failed, to commence the work within (14) fourteen days from the date of issued of this letter, action under relevant clauses of the contract agreement shall be initiated against you.

  
Executive Engineer  
PC-III SMBBT  
Government of Sindh

Copy to the:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending engineer, SMBBT.
4. The Consultant M/s. EA Consulting Pvt Ltd.
5. PS to Project Director, SMBBT.





OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE(P/C)/SMBBT/2012/160

Dated: 20 / 11 / 2012

The Manager (CB),  
Sindh Public Procurement Regularity Authority,  
Barrack No: 8, Sindh Secretariat No: 4-A,  
Court Road, Karachi.

Subject: CONTRACT EVALUATION FORM THE WORK OF CONSTRUCTION  
OF INTERNAL DEVELOPMENT WORKS BLOCK-12 OF BENAZIR  
TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI CONTRACT  
PACKAGE NO: SMBBT/KAR/KEMARI/INF-004.

Reference: SPPRA ID NO: 8787/2012.

I am directed to enclose herewith "Contract Evaluation Form" for the subject work as required under SPPR-50 (Publication of award of Contract) alongwith relevant documents for necessary action & record

  
Executive Engineer (P/C)  
SMBBT, GOS

Copy to:


1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending Engineer, SMBBT.
4. PS to Project Director, SMBBT.

3932  
21/11  
Mansoor

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**  
**CONTRACT EVALUATION FORM**

1	NAME OF THE ORGANIZATION	Project Directorate, Shahheed Mohtarma Benazir Bhutto Towns in Sindh
2	PROVINCIAL / LOCAL GOVERNMENT / OTHER	Board of Revenue, Government of Sindh,
3	TITLE OF CONTRACT	Construction of Internal Development Works (Block-12) of Benazir Town, Deh Mandiari, Kemari Town, Karachi
4	TENDER NO	Contract Package No. SMBBT/KAR/KEMARI/INF 004.
5	BRIEF DESCRIPTION OF CONTRACT	As Above
6	FORUM THAT APPROVED THE SCHEME	PDWP, GOS
7	TENDER ESTIMATED VALUE	Rs.59,044,041/-
8	ENGINEERING ESTIMATE (FOR CIVIL WORKS ONLY)	Rs.59,044,041/-
9	ESTIMATED COMPLETION PERIOD	300 days
10	TENDER OPENED ON (DATE & TIME)	05 July, 2012
11	NUMBER OF TENDER DOCUMENTS SOLD (ATTACH LIST)	Five (05) Nos
12	NUMBER OF BIDS RECEIVED	Five (05) Nos
13	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING	Five (05) Nos
14	BID EVALUATION REPORT (ATTACH A COPY)	Copy attached
15	NAME & ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Shahzad Yousufzai, A-19, Block B, Unique Center, Block-10, Gulshan-e-Iqbal, Karachi.
16	CONTRACT AWARD PRICE	Rs.62,548,428/-
17	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATED BID)	1 <sup>st</sup> Lowest Evaluated Bid
18	METHOD OF PROCUREMENT a). SINGLE STAGE ONE ENVELOPE PROCEDURE b). SINGLE STAGE TWO ENVELOPE PROCEDURE c). TWO STAGE BIDDING PROCEDURE d). TWO STAGE TWO ENVELOPE PROCEDURE	Single stage one envelope (Local)

19	APPROVING AUTHORITY FOR AWARD OF CONTRACT	Project Director, SMBBT
20	WHETHER PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN	N/A
21	ADVERTISEMENT SPPRA WEBSITE NEWSPAPERS	SPPRA ID No. 6/87/2012 Daily Dawn, Express & Khabar Dated 09-06-2012
22	NATURE OF CONTRACT	Domestic/Local
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING DOCUMENTS?	Yes Copy Enclosed
24	WHETHER EVALUATION CRITERIA BID WAS INCLUDED IN BIDDING DOCUMENTS?	Yes Copy Enclosed
25	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN COMPETITIVE BIDDING?	Open Competitive Bidding Method was used
26	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	Yes
27	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID?	Yes
28	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?	Yes
29	WHETHER THE NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	Yes
30	WHETHER EVALUATION REPORT WAS GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?	Yes
31	ANY COMPLAINT RECEIVED	No
32	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS	No
33	WAS THE EXTENSION MADE IN RESPONSE TIME?	Yes

34	ANY DEVIATION FROM QUALIFICATION CRITERIA	No
35	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	Yes
36	WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT? DETAILS TO BE ASCERTAINED REGARDING FINANCES OF VISIT IF ABROAD.	No
37	WERE PROPER SAFEGUARD PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)	Yes. On submission of Bank Guarantee from a Scheduled Bank in Pakistan at the rate of 10% per annum.
38	SPECIAL CONDITIONS IF ANY	No
39	DATE OF AWARD OF CONTRACT	14 Nov. 2012
40	SIGNATURE & OFFICIAL STAMP OF AUTHORIZED OFFICER	 Executive Engineer (P/C-1) SMBBT (Board of Revenue) Government of Sindh
FOR OFFICE USE ONLY		



## LIST OF BIDDERS WHO PURCHASED THE TENDER DOCUMENTS

S.No	Name of Bidder
1	M/s. Shahzad Yousufzai.
2	M/s. Kamran & Kampany.
3	M/s. King Enterprise.
4	M/s. Eastern Construction Co.
5	M/s. M S Khan & Bros.



**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD.**  
**KARACHI, PHONE # 021-99240255**

- |    |                                    |  |
|----|------------------------------------|--|
| 1  | Name of procedure Agency.          | Project Directorate<br>Shaheed Mohtarma Benazir Bhutto Towns.  |
| 2  | Tender Reference No.               | INF-004  |
| 3  | Tender Description/ Name of Work.  | Construction of Internal Development Works (Block-12), at Benazir Town, Deh Mandhari, Kemari Town, Karachi |
| 4  | Method of Procurement.             | Single Stage Single Envelope Procedure.  |
| 5  | Tender Published.                  | Daily Dawn, Daily Kawish & Daily Express.<br>Dated: 09-06-2012. SPPRA ID No. 8287/2012.                    |
| 6  | Total Bid Documents Sold.          | 5 Nos.   |
| 7  | Total Bids Received.               | 5 Nos.   |
| 8  | Technical Bid Opening date         | Not applicable.  |
| 9  | No. of Bids Technically Qualified. | Not applicable.  |
| 10 | Bid(s) Rejected.                   | No   |
| 11 | Financial Bid Opening date:        | 5-Jul-12   |
| 12 | <b>Bid Evaluation Report.</b>      |  |

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S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Shehzad Yousuf Zai	62,548,428	59,044,041	5.94% Above	1st	Accepted being the 1st Lowest.
2	M/s. Eastern Construction Co.	67,411,026		14.17% Above	2nd	Rejected being the 2nd Lowest.
3	M/s. Kamran & Kompany.	69,995,289		18.55% Above	3rd	Rejected being the 3rd Lowest.
4	M/s King Enterprises	Not Quoted		.....	.....	.....
5	M/s M.S Khn & Brothers	Not Quoted		.....	.....	.....

Dy. Director (F&A),  
 MDA  
 (Member)

Executive Engineer,  
 Scheme-36, KDA Wing.  
 (Member)

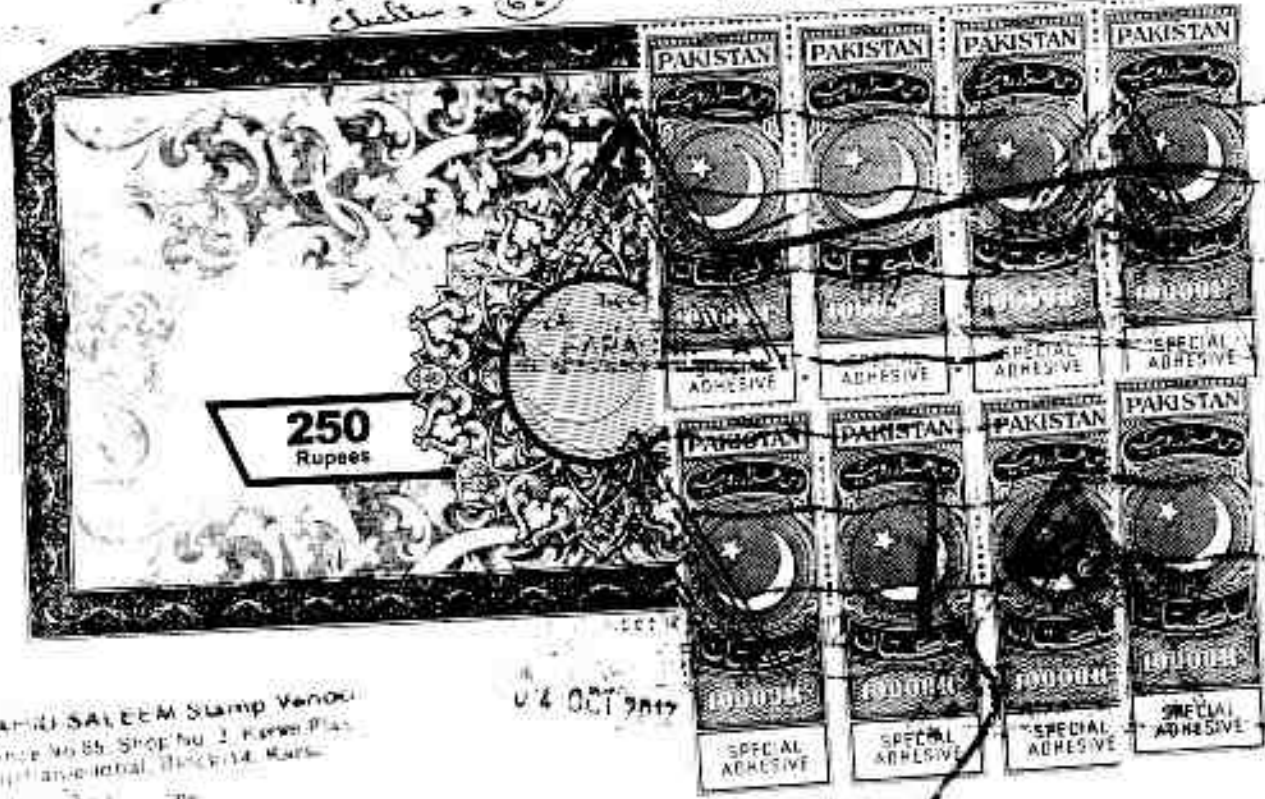
Executive Engineer,  
 SMBBT.  
 (Member)

Deputy Director (F&A),  
 SMBBT.  
 (Member, Secretary)

Director (F&A),  
 SMBBT.  
 (Chairman)

1,56,900/-  
Challan 66

PAKISTAN POSTAGE



MAHDI SALEEM Stamp Vendor  
 House No 85, Shop No 2, Kharo Plaza  
 11th Anniversary, Block-14, Karachi

04 OCT 2012

MAHDI SALEEM  
 Advocate  
 KBC/617

### CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the 04 day of Nov (month) 2012 between Project Directorate, Shaheed Mohtarma Benazir Bhutto Towns (hereafter called the "Procuring Agency") of the one part and M/s. **Shehzad Yousuf Zai**, A-19, Block-B, Unique Center, Gulshan-e-Iqbal Block-10, Karachi, (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works viz CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS BLOCK-12 OF BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/INF-004, should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and remedying of any defects therein

NOW this Agreement witnesseth as follows:

1. In this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That following documents after incorporating addenda, if any except those parts relating to instructions to bidders shall be deemed to form and be read and construed as part of this Agreement viz:
  - a. The Contract Agreement.
  - b. The Letter of Acceptance.
  - c. The completed Form of Bid.
  - d. Special Stipulations (Appendix A to Bid)
  - e. The Special Conditions of Contract- Part-II
  - f. The General Conditions- Part-I.
  - g. The priced Bill of Quantities (Appendix- D to Bid)

*(Handwritten signatures and initials)*









OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE/(P/C)/SMBBT/INF-004/2012/157

Dated: 14/11/2012

M/s. Shahzad Yousuf Zai,  
A-19 Block-B, Unique Center,  
Gulshan-e-Iqbal, Block-10-A,  
Karachi.

**LETTER OF COMMENCEMENT**

Subject: **CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS BLOCK-12 OF BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI CONTRACT PACKAGE NO: SMBBT/KAR/KEMARI/INF-004.**

With reference to the letter of acceptance for the above noted work at a cost of Rs. **6,25,48,428/-** (Rupees Six Crore Twenty Five Lac Forty Eight Thousand Four Hundred Twenty Eight only) issued vide this office letter No. EE/(P/C)/SMBBT/INF-004/123, dated: 20-09-2012. You are requested to make immediate arrangement to start the work within (14) Fourteen days from the date of issue of this letter and complete the same within the period stipulated for completion of work in the tender documents (i.e. 300) days.

Please note that the work should be carried out strictly in accordance with the drawing, design, specifications, term & conditions agreed to as per contract agreement of above mentioned work.

The Execution of work and quality control shall be supervised by the consultant and payment towards work done shall be released after verification of bills by the consultant.

In case you failed to commence the work within (14) Fourteen days from the date of issue of this letter, action under the relevant clauses of the contract agreement shall be initiate against you.

Executive Engineer (P/C)  
SMBBT, GOS

Copy forwarded for information to:

1. The Director (F&A), SMBBT
2. The Chief Engineer, SMBBT
3. The Superintending Engineer, SMBBT
4. The Assistant Executive Engineer, SMBBT
5. The PS to Project Director, SMBBT

# BILL OF QUANTITIES

## SUMMARY OF BILLS

BILL No.	DESCRIPTION	TOTAL (Rs.)
1.	ROAD WORKS	Rs=3,21,83,000/-
2.	SEWERAGE	Rs=2,32,00,475/-
3.	WATER SUPPLY	Rs=95,64,954/-
<b>TOTAL OF BILLS - BID PRICE (To Form of Bid)</b>		<b>Rs=6,49,48,429/-</b>

Six Crore Forty Nine lac, forty eight thousand four hundred and twenty nine Only.

SEAL OF THE COMPANY



SIGNATURE OF BIDDER

5/05/12

Mhammed S.  
5/7/12

05.07.2012  
05/7/12

*[Handwritten signatures and initials]*

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*[Signature]*  
Executive Engineer

# BILL OF QUANTITIES

## No.1: ROAD WORKS


	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing & Grubbing	Sq.ft	261,000 <i>One Only</i>	$R=1/2$ $R=2,61,000/2$	
104	Compaction of Natural Ground	Sq.ft	261,000 <i>One Only</i>	$R=2 1/2$ $R=2,61,000/2$	
105	Excavate unsuitable common material	Cu.ft	18,000 <i>Two Only</i>	$R=2 1/2$ $R=36,000/2$	
106	Excavate surplus medium rock material	Cu.ft	13,000 <i>Ten Only</i>	$R=10 1/2$ $R=1,30,000/2$	
107	Formation of Embankment from Roadway Excavation in Common Material	Cu.ft	100,000 <i>Three Only</i>	$R=3 1/2$ $R=3,00,000/3$	
108	Formation of Embankment from Borrow Excavation in Common Material	Cu.ft	1,900,000 <i>Twelve Only</i>	$R=12 1/2$ $R=2,28,00,000/12$	
109	Sub grade preparation in earth cut	Sq.ft	75,000 <i>Three Only</i>	$R=3 1/2$ $R=2,25,000/3$	
101	Granular sub-base	Cu.ft	98,000 <i>Twenty Only</i>	$R=20 1/2$ $R=19,60,000/20$	
106b	Water Bound Macadam Base with coarse Aggregate Class B	Cu.ft	95,000 <i>Thirty Only</i>	$R=30 1/2$ $R=28,50,000/30$	
104	Single Surface Treatment including Bituminous Prime Coat	Sq.ft	192,000 <i>Five Only</i>	$R=5 1/2$ $R=9,60,000/5$	
<b>Total Bill No.1: ROAD WORKS</b>					<b><math>R=2,97,83,000/2</math></b>

*100 Crore Ninty Seven Lax Eighty Three Thousand Only.*

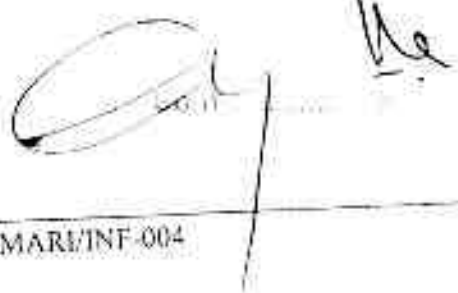
SEAL OF THE COMPANY



SIGNATURE OF BIDDER



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# BILL OF QUANTITIES

No.2 : SEWERAGE

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items)</b>				
<b>EXCAVATION</b>				
1 Excavation for pipe line in trenches, and pits in all kind of soils i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the Engineering Incharge, providing fence guard light flags and temporary crossing for non-vehicular traffic where ever required lift upto 5 ft (1.52 m) and lead upto one chain (30.5 m) 0'-0" to 5'-0"	Cu.ft	52,296	Rs=20/- Twenty Only	Rs=1045920
2 Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers Incharge providing fence guard light flags and temporary crossing for non-vehicular traffic where ever required lift up to 5 ft (1.52 m) and lead upto one chain (30.5 m) 0'-0" to 5'-0"	Cu.ft	74,709	Rs=40/- Forty Only	Rs=2988360
<b>BACKFILLING</b>				
2 21 Refilling the excavated stuff in trenches in 6" thick layer including watering, ramming to full compaction etc complete.	Cu.ft	3,973	Rs=20/- Twenty Only	Rs=79460/-
<b>Sub-Total (Part-A)</b>			<b>Rs=41,13,740/-</b>	

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Executive Engineer

# BILL OF QUANTITIES

No.2 : SEWERAGE

Item No.	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-B (None - Schedule Items)</b>					
1	<b>EXCAVATION</b>				
1.1	Add for extra lift of every 3ft of part thereof in item of all kinds of excavation 5ft to 8ft	Cu.ft	14,942	Rs=20/2	Rs=298840/2
			<i>Twenty Only</i>		
1.2	Add for extra lift of every 3ft of part thereof in item of all kinds of excavation 8ft to 11ft	Cu.ft	7,471	Rs=20/2	Rs=149420/2
			<i>Twenty Only</i>		
3	<b>GRANULAR BEDDING</b>				
3.1	Providing, spreading, and consolidating of granular bedding material of approved quality including watering etc. complete in all respect as per drawings and specification and as directed by the Engineer Incharge.	Cu.ft	12,363	Rs=25/2	Rs=309075/2
			<i>Twenty five only</i>		
4	<b>RCC PIPES</b>				
4.1	Providing RCC pipe of ASTM C-76-62T/C-76-70 class-II wall B and fixing in trenches including cutting fitting and jointing with rubber rings including testing with water to specified pressure. (Using SR Cement) 9in dia RCC	Rft	8,174	Rs=600/2	Rs=4904400/2
			<i>Six Hundred only</i>		
5	<b>CONSTRUCTION OF MANHOLE</b>				
5.1	Construction manhole in 1:2:4 Cement Concrete using SRC, for the 3'-0" inside dia of circular sewer 5'-0" depth and wall 9" thick all-round with Steel Fair Face form work and fixing 1" dia M.S bar steps 6" wide projecting 4" from the face of the wall at 12" C/C duly painted including CC benching etc. Including RCC manhole cover in 1:2:4, excavation, back filling and disposal of surplus earth Complete in all respect as per specification and Drawings and as per directed by Engineer/ Incharge.	Nos	177	Rs=75000/2	Rs=13275000/2
a)	0'-0" to 5'-0" Extra depth of Manhole	Rft	15	Rs=10000/2	Rs=150000/2
			<i>Seventy five Hundred only</i>		
			<i>Ten thousand only</i>		
<b>Sub Total of Part of "B"</b>					Rs=19086735/2
<b>Total Bill No.2: SEWERAGE</b>					Rs=2,32,00,475/2

SEAL OF THE COMPANY



SIGNATURE OF BIDDER

*[Handwritten Signature]*

*Two Crore thirty two lac four hundred and seventy five only*

# BILL OF QUANTITIES

## WATER SUPPLY

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items)</b>				
<b>EXCAVATION</b> Excavation for pipe line in trenches, and pits in all kind of soils i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth with in a one chain as directed by the engineers incharge providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	49,383.13	<i>Rs=20/2 Twenty Only</i>	<i>Rs=987663/2</i>
Excavation for pipe line in trenches, and pits in all kind of rock i/c trimming and dressing sides to true alignment and shape, leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth within a one chain as directed by the Engineers incharge. Providing fence guard light flags and temporary crossing for non vehicular traffic where ever required lift up tp 5 ft (1.52 m) and lead upto one chain (30.5 m)	Cu. ft	49,383.13	<i>Rs=40/2 Forty Only</i>	<i>Rs=1975325/2</i>
<b>SAND BEDDING</b> Supply/Stacking and filling -sand of approved quality from out side sources in foundation trenches including dressing, watering & consolidation..	Cu. ft	12,750.38	<i>Rs=20/2 Twenty Only</i>	<i>Rs=255008/2</i>
<b>BACKFILLING</b> Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete in all respect as per drawing and approval of the Engineer Incharge.	Cu. ft	85,465.39	<i>Rs=20/2 Twenty Only</i>	<i>Rs=1709308/2</i>
<b>PIPES (uPVC)</b> Providing uPVC pipes fixing in trench i/c cutting fitting and jointing with rubber ring (Z- joint) i/c testing with water to head 91.5 meter or 300 ft.	R ft		<i>Two Headed only Rs=200/2</i>	<i>Rs=1804000/2</i>
2" dia (Class C)	R ft	9,020.00		
3" dia (Class C)	R ft	1,237.50	<i>Rs=300/2 Three Headed only</i>	<i>Rs=371250/2</i>
4" dia (Class C)	R ft			

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Executives  
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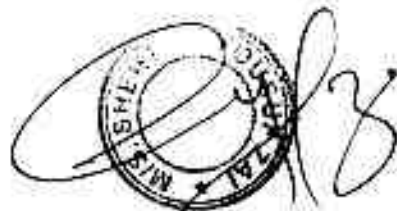
# BILL OF QUANTITIES

## 3: WATER SUPPLY

Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
<b>PART-A (Schedule Items)</b>				
<b>FITTINGS (uPVC)</b>				
Providing and fixing uPVC Bell End fitting with rubber ring (Z-joint), with no welded joint, compatible to BSS etc in trenches to correct alignment and grade complete in all respect as indicated in the drawing and specifications and all other accessories and equipment required for laying and jointing testing etc.				
<b>TEE (EQUAL &amp; UNEQUAL)</b>				
4" X 4" X 4"	Nos	1	Rs. 2000/-	Rs. 2000/-
4" X 4" X 3"	Nos	8	Rs. 2000/-	Rs. 16000/-
3" X 3" X 3"	Nos	30	Rs. 2000/-	Rs. 60000/-
3" X 3" X 2"	Nos	<i>Two Hundred Only</i>		
2" X 2" X 2"	Nos	.		
<b>END PLUG (Provisional)</b>				
2" dia	Nos	50	Rs. 200/-	Rs. 10000/-
3" dia	Nos	50	Rs. 200/-	Rs. 10000/-
4" dia	Nos	<i>Two Hundred Only</i>		
<b>THRUST BLOCKS</b>				
Cement Concrete Plain in 1:2:4 using SRC, including placing compacting finishing and curing complete in all respect as per drawing and approval of the Engineer Incharge				
	Cu. ft	151	Rs. 200/-	Rs. 30200/-
<i>Two Hundred Only</i>				
<b>PIPE SURROUND</b>				
Constructing of surround pipe and pipe support in concrete CC 1:2:4 using SRC, including cost of formwork and curing etc. complete in all respect as per instruction of engineer in charge and specification.				
	Cu. ft	5,806	Rs. 200/-	Rs. 1161200/-
<i>Two thousand Only</i>				
<b>Sub-Total (Part-A)</b>			<b>Rs. 83,97,954/-</b>	

*Contd....*

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# BILL OF QUANTITIES

## 3: WATER SUPPLY

	Item Description	Unit	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
	<b>PART-B (None - Schedule Items )</b>				
1	REDUCERS 4" X 3"	Nos	1000	Rs. 1000/-	Rs. 100000/-
2	FLANGED ADOPTER 3" dia	Nos	26	Rs. 1000/-	Rs. 26000/-
	4" dia	Nos	12	Rs. 1500/-	Rs. 18000/-
3	GATE VALVES C.I Sluice Valve heavy duty pattern (test pressure 21.0 Kg/sq cm or 300lb/sq inch)				
3.1	3" dia	Nos	2	Rs. 15000/-	Rs. 30000/-
3.2	4" dia	Nos	6	Rs. 15000/-	Rs. 90000/-
4	WASH OUT VALVES Providing and installing washout arrangement with extra flanges, pipes etc required for draining out the lines including pipe, fittings etc complete in all respect as per drawings and specification and as directed by the Engineer In charge				
4.1	3" dia	Nos	3	Rs. 15000/-	Rs. 45000/-
5	AIR VALVES Air Valve double acting 3" X 1" imported				
5.1	3" dia	Nos	8	Rs. 25000/-	Rs. 200000/-
6	CONSTRUCTION OF VALVE CHAMBER Construction of Valve chamber 3' X 3' ft inside dimension 5' deep as per approved design for 4" dia pipe cast iron cover and fram ( wt= 2Cwt qr fixed in RCC 1:1-1/2:3 slab 6" thick (with 5lbs steel per cft) top i/c providing and fixing MS foot rest every one foot beyond 2 1/2 ft depth curing ,excavation back filling and disposal of surplus earth complete. Including Reinforcement cost ,Fair face Steel form work etc. Complete in all respect and as per Drawing and specification.	Each	10	Rs. 76000/-	Rs. 760000/-
<b>Sub Total of Part of "B"</b>					Rs. 1,67,000/-
<b>Total Bill No.3: WATER SUPPLY</b>					Rs. 95,64,954/-

*Twenty five lac Sixty four thousand Nine hundred and fifty four only.*

SEAL OF THE COMPANY



SIGNATURE OF BIDDER

*[Handwritten Signature]*

## INSTRUCTIONS TO BIDDERS

### A GENERAL

#### IB.1 Scope of Bid

- 1.1 Procuring agency as defined in the bidding data hereinafter called "the procuring agency" wishes to receive bids for the construction and completion of works as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the works within the time specified in Annexure "B".

#### IB.2 Source of Funds

- 2.1 Procuring agency has received/allocated/ applied for loan/grant/ Federal/ Provincial/Local Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /scheme specified in the bidding data, and it is intended that part of the proceeds of this loan/grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.

#### IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all interested bidders who are eligible under provisions of Sindh Public Procurement Rules as mentioned below and the criteria given in the Notice Inviting Tender (NIT)/ Bidding Document.

Firms and individuals, national or international, may be allowed to bid for any project where international competitive bidding is feasible. Any conditions for participation shall be limited to those that are essential to ensure the bidder's capability to fulfill the contract in question.

- a) Bidders may be excluded if;
  - i. as a matter of law or official regulations, commercial relations are prohibited with the bidder's country by the federal government in case of ICB; or
  - ii. a firm is blacklisted/ debarred by the procuring agency and the matter has been reported to the Authority, subject to Rule 30 of Sindh Public Procurement Rules 2010.
- b) Government-owned enterprises or institutions may participate only if they can establish that they are,
  - i. legally and financially autonomous, and
  - ii. operate under commercial law.

Provided that where government-owned universities or research centers in the country are of a unique and exceptional nature, and their participation is critical to project implementation, they may be allowed to participate; and Bidders shall include a

those contractors who are registered or incorporated in Pakistan, irrespective of the nationality of their owners and professional staff, or

c) Bidders are:-

- i. pre-qualified with procuring agency for particular project/scheme;
- ii. registered with Pakistan Engineering Council in particular category and discipline,
- iii. registered with relevant tax authorities (income/sales tax, wherever applicable)

#### **IB.4 One Bid per Bidder**

4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

#### **IB.5 Cost of Bidding**

5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids, and the procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **IB.6 Site Visit**

6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. All cost in this respect shall be at the bidders own expense.

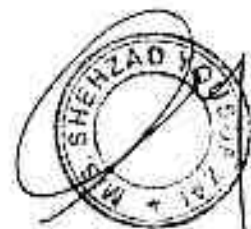
6.2 The bidders and any of their personnel or agents will be granted permission by the procuring agency to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the procuring agency, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

### **B. BIDDING DOCUMENTS**

#### **IB.7 Contents of Bidding Documents (SSP RULE 21)**

7.1 The bidding documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.

- a. Instructions to Bidders.
- b. Bidding Data.
- c. General Conditions of Contract, Part-I (GCC).
- d. Special Conditions of Contract, Part-II (SCC)
- e. Specifications.
- f. Form of Bid and Appendices to Bid.
- g. Bill of Quantities (Appendix-D to Bid).



23.3 Procuring agency shall read aloud the name of the bidder, total bid price and price of any Alternate Proposal(s), if any, discounts, bid modifications, substitution and withdrawals, the presence or absence of bid security, and such other details as the procuring agency may consider appropriate, and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened.

23.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the sub-clause IB.23.3.

**IB.24 Process to be Confidential. (SPP Rule 53)**

24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report in accordance with the requirements of Rule 45, which states that Procuring agencies shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of authority and that of procuring agency if it website exists and intimated to all bidders at least seven (7) days prior to the award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the procuring agency's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint as per Rule 31; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

**IB.25 Clarification of Bid (SPP Rule 43)**

25.1 To assist in the examination, evaluation and comparison of bids, the procuring agency may, at its discretion, ask any bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the procuring agency in the evaluation of the bids in accordance with clause IB 28.

**IB.26 Examination of Bids and Determination of Responsiveness**

26.1 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.

26.2 Once found to be fulfilling the eligibility criteria, as mentioned in sub-clause 26.1, the bids of eligible bidders will be evaluated for technical responsiveness as per specification and criteria given in the bidding documents. Technical and financial evaluations may be carried out in accordance with single stage-single one envelope, single stage-two envelopes, two stage or two stage-two envelopes bidding procedures depending on the selection procedure adopted by the procuring agency.



3 A bid will be considered technically responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

6.4 If a bid has major deviations to the commercial requirements and technical specifications will be considered technically non responsive. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

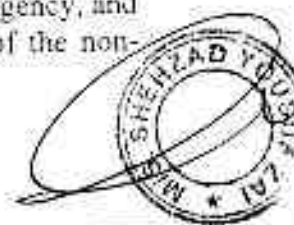
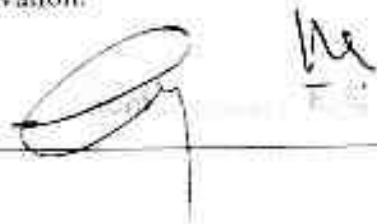
**(A). Major (material) Deviations include:-**

- i. has been not properly signed;
- ii. is not accompanied by the bid security of required amount and manner;
- iii. stipulating price adjustment when fixed price bids were called for;
- iv. failing to respond to specifications;
- v. failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- vi. sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- vii. refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- viii. taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- ix. a material deviation or reservation is one :
  - a. which affect in any substantial way the scope, quality or performance of the works;
  - b. adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

26.5 If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.



## **IB.27 Correction of Errors before Financial Evaluation**

- 27.1 Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:
- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with sub-clause IB 15.6(b) hereof.

## **IB.28 Financial Evaluation and Comparison of Bids**

- 28.1 The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause IB 26.
- 28.2 In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- a. making any correction for errors pursuant to clause IB 27;
  - b. excluding provisional sums (if any), for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
  - c. making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- 28.4 If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.

- 2 Aluminum Telescopic Tripod
- 2 1 m Range Pole for Extension
- 1 Automatic Level complete
- 1 Aluminum Telescopic Tripod
- 3 Leveling Staff
- 2 Range Pole Level
- 6 Steel measuring tape, 50 m long
- 6 Steel measuring tape, 20 m long
- 25 Steel measuring tape, 3 m long
- 3 Measuring rod (4 m)
- 3 Ranging rod with tripod

**c) Testing of Material**

The Contractor shall propose for the approval of the Engineer three well renowned laboratories for testing of material and other tests specified in the Specifications.

The facilities of the Engineer are not payable separately and shall be considered incidental to other pay items or deemed to be covered / included under pay items.

**Contractor's Representative**

*The following text is to be added after last line.*

The contractor's authorized representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council.

**Records of Contractor's Personnel and Equipment**

*The following paragraphs added* The Contractor shall, upon request by the Engineer at any time in relation to any time of hand Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

*The following sub-clause 7.9 is added in (GCC)*

**Use of Pakistani Materials and Services**

The contractor shall, so far as may be consistent with the contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

**Commencement of Works**

The last para is deleted and substituted with the following

The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the contractor shall proceed with the works with due expedition and without delay.

**Prolonged Suspension**

Replace 84 days by 120 days

**Programme** *The following text is to be added after [Commencement of Works]* The programme shall be submitted in the form of:

- a) Critical Path Method (CPM) identifying the critical path/activities.

**Right to vary**

In the last line of Para, after the word "Variation", the word "in writing" is added.

**Variation procedure**

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

**Adjustment for changes in cost**

This clause is deleted in entirety.

The Contract Price Sub-para (d) is deleted.

**Advance Payment** *The Text is deleted and replaced with following:* Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions:

**Mobilization Advance/Advance Payment**

- i. Mobilization advance up to 10 % of the Contract Price may be paid by the Procuring Agency to the Contractor on the works costing Rs2.5 million or above on following conditions:
  - a) on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan, acceptable to the procuring agency;
  - b) contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance, and

- ii. This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

5

#### Plants and Materials intended for Works

*Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non-perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only :-*

- I. The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
- i. The materials are in accordance with the specifications for the permanent works;
  - ii. Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
  - iii. The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - iv. The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - v. Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
  - vi. The sum payable for such materials on site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
  - vii. Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
  - viii. Detailed account of advances must be kept in part II of running account bill or a separate statement; and
  - ix. Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3-





**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI, PHONE # 021-99240255**

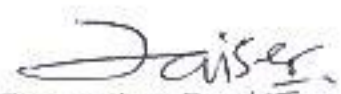
**BID EVALUATION REPORT.**

- 1 Name of Procuring Agency. Project Directorate.  
Shaheed Mohtarma Benazir Bhutto Towns.
- 2 Tender Reference No. DRN-001
- 3 Tender Description/ Name of Work. Construction of Drainage System around peripheral roads of Benazir Town, Deh Mandiari, Kemari Town, Karachi
- 4 Method of Procurement. Single Stage Single Envelope Procedure.
- 5 Tender Published. Daily Dawn, Daily Kawish & Daily Express.  
Dated : 09-06-2012. SPPRA ID No. 8787/2012.
- 6 Total Bid Documents Sold. 03 Nos.
- 7 Total Bids Received. 03 Nos.
- 8 Technical Bid Opening date. Not applicable.
- 9 No. of Bids Technically Qualified. Not applicable.
- 10 Bid(s) Rejected. No
- 11 Financial Bid Opening date: 29 June, 2012


12 **Bid Evaluation Rept.**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparasion with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Kainkhani Competition In/I JV Al Hamza Enterprise.	30,991,440	27,180,170	14.02% above	1st	Accepted being the 1st Lowest.
2	M/s. Kamran & Kampany.	34,295,300		26.18% above	2nd	Rejected being the 2nd Lowest.
3	M/s. Tracon Associates.	35,338,900		30.02% above	3rd	Rejected being the 3rd Lowest.

  
Dy. Director (F&A)  
MDA  
(Member)

  
Executive Engineer,  
Scheme-36, KDA Wing.  
(Member)

  
Executive Engineer,  
SMBBT.  
(Member)

  
Deputy Director (F&A),  
SMBBT.  
(Member, Secretary)

  
Director (F&A),  
SMBBT.  
(Chairman)










(1)

**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI, PHONE # 021-99240255**

**BID EVALUATION REPORT.**


- 1 Name of Procuring Agency. Project Directorate,  
Shaheed Mohtarma Benazir Bhutto Towns.
- 2 Tender Reference No. RD - 001
- 3 Tender Description/ Name of Work. Construction of 100' Wide Roads-03, 11, 13, of Benazir  
Town, Deh Mandiari, Kemari Town, Karachi
- 4 Method of Procurement. Single Stage Single Envelope Procedure.
- 5 Tender Published. Daily Dawn, Daily Kawish & Daily Express.  
Dated : 09-06-2012. SPPRA ID No. 8787/2012.
- 6 Total Bid Documents Sold. 4 Nos.
- 7 Total Bids Received. 4 Nos.
- 8 Technical Bid Opening date. Not applicable.
- 9 No. of Bids Technically Qualified. Not applicable.
- 10 Bid(s) Rejected. No
- 11 Financial Bid Opening date: 29-Jun-12
- 12 **Bid Evaluation Report.**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparasion with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Kaim Khoni Competition Int,	84,141,500	80,444,080	4.59% Above	1st	Accepted being the 1st Lowest.
2	M/s. Korrnan & Kampany	84,565,500		5.12% above	2nd	Rejected Being 2nd Lowest
3	M/s. King Enterprises	84,928,500		5.57% above	3rd	Rejected as Bid Security is Less than required 2% of Quoted Bid Price
4	M/s. Tracon Associates	Not Quoted.		.....	.....	.....

  
Dy. Director (F&A),  
MDA  
(Member)

  
Executive Engineer,  
Scheme-36, KDA Wing.  
(Member)

  
Executive Engineer,  
SMBBT.  
(Member) 24/8

  
Deputy Director (F&A),  
SMBBT.  
(Member, Secretary)

  
Director (F&A),  
SMBBT.  
(Chairman)



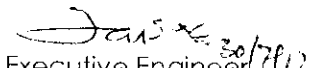
**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI, PHONE # 021-99240255**

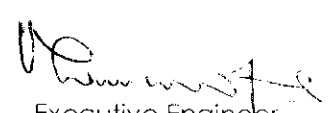
**BID EVALUATION REPORT.**

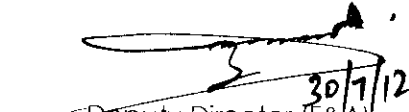
- 1 Name of Procuring Agency. Project Directorate,  
Shaheed Mohtarma Benazir Bhutto Towns.
- 2 Tender Reference No. RD - 003
- 3 Tender Description/ Name of Work. Construction of 60' Wide Roads-01, 02, 04, 05, & 06 of  
Benazir Town, Deh Mandiari, Kemari Town, Karachi
- 4 Method of Procurement. Single Stage Single Envelope Procedure.
- 5 Tender Published. Daily Dawn, Daily Kawish & Daily Express.  
Dated : 09-06-2012. SPPRA ID No. 8787/2012.
- 6 Total Bid Documents Sold. 4 Nos.
- 7 Total Bids Received. 4 Nos.
- 8 Technical Bid Opening date. Not applicable.
- 9 No. of Bids Technically Qualified. Not applicable.
- 10 Bid(s) Rejected. No
- 11 Financial Bid Opening date: 29-Jun-12
- 12 **Bid Evaluation Rept.**


S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Muhammad Siddiq & Brathars.	82,903,850	<b>83,141,009</b>	0.29% below	1st	Accepted being the 1st Lowest.
2	M/s. Trand Construction Co.	86,424,700		3.79% above	2nd	Rejected as Bid Security is Less than required 2% of Quoted Bid Price
3	M/s. Rohail Construction Co.	86,435,750		3.81% above	3rd	Rejected as Bid Security is Less than required 2% of Quoted Bid Price
4	M/s. Pak Construction & Engineers.	Not Quoted.		-----	-----	-----

  
Dy. Director (F&A)  
MDA  
(Member)

  
Executive Engineer,  
Scheme-36, KDA Wing.  
(Member)

  
Executive Engineer,  
SMBBT.  
(Member)

  
Deputy Director (F&A),  
SMBBT.  
(Member, Secretary)

  
Director (F&A),  
SMBBT.  
(Chairman)



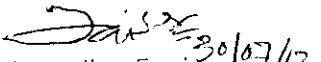
## BID EVALUATION REPORT.


- 1 Name of Procedure Agency. Project Directorate,  
Shaheed Mohtarma Benazir Bhutto Towns. ✓
- 2 Tender Reference No. INF-002
- 3 Tender Description/ Name of Work. Construction of Internal Development Works  
(Block-10), at Benazir Town, Deh Mandiari, Kemari Town,  
Karachi
- 4 Method of Procurement. Single Stage Single Envelope Procedure.
- 5 Tender Published. Daily Dawn, Daily Kawish & Daily Express.  
Dated : 09-06-2012. SPPRA ID No. B787/2012. ✓
- 6 Total Bid Documents Sold. 4 Nos.
- 7 Total Bids Received. 4 Nos.
- 8 Technical Bid Opening date. Not applicable.
- 9 No. of Bids Technically Qualified. Not applicable.
- 10 Bid(s) Rejected. No
- 11 Financial Bid Opening date: 29-Jun-12 ✓


12 Bid Evaluation Reprot.


S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparasion with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Abdul Sattar & Sons.	74,090,067	<b>74,422,111/-</b>	0.45% below	1st	Accepted being the 1st Lowest.
2	M/s. Qutab Khan & Brothers	75,238,188		1.08% above	2nd	Rejected being the 2nd Lowest.
3	M/s. Shehzad Yousuf Zai	79,901,568		6.86% above	3rd	Rejected being the 3rd Lowest.
4	M/s. M. S. Khan & Brothers	Rate not quoted		N/A	....	.....

  
Dy. Director (F&A)  
MD  
(Member)

  
Executive Engineer, 30/07/12  
Scheme-36, KDA Wing.  
(Member)

  
Executive Engineer, 30/07  
SMBBT.  
(Member)

  
Deputy Director (F&A), 30/7/12  
SMBBT.  
(Member, Secretary)

  
Director (F&A),  
SMBBT.  
(Chairman)



**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI, PHONE # 021-99240255**

**BID EVALUATION REPORT.**

- 1 Name of Procuring Agency. Project Directorate,  
Shaheed Mahtarma Benazir Bhutta Towns. ✓
- 2 Tender Reference No. RD-004
- 3 Tender Description/ Name of Work. Construction of 60' Wide Raads Na. 07, 09, 10, 12, 15, 16 & 17 of Benazir Tawn, Deh Mandiari, Kemari Tawn, ✓  
Karachi
- 4 Method of Procurement. Single Stage Single Envelope Procedure. ✓
- 5 Tender Published. Daily Dawn, Daily Kawish & Daily Express.  
Dated : 09-06-2012. SPPRA ID Na. 8787/2012. ✓
- 6 Total Bid Documents Sold. 5 Nos.
- 7 Total Bids Received. 5 Nos.
- 8 Technical Bid Opening date. Not applicable.
- 9 No. of Bids Technically Qualified. Not applicable.
- 10 Bid(s) Rejected. Na
- 11 Financial Bid Opening date: 29-Jun-12 ✓
- 12 **Bid Evaluation Report.**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparasion with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Samad Khan Babar & Co.	87,583,330	<b>BB,195,877/-</b>	0.70% Below	1st	Accepted being the 1st Lowest.
2	M/s. S. M. K.	89,456,825		1.41% Above	2nd	Rejected being the 2nd Lowest.
3	M/s. Prime Construction Ca.	91,302,075		3.40% Above	3rd	Rejected being the 3rd Lowest.
4	M/s. Pearl Construction Ca.	90,018,000		-----	-----	Disqualified due to non submission of Bid Security.
5	M/s. United Construction Ca.	Nat Quated.		-----	-----	-----

Dy. Director (F&A)  
MDA  
(Member)

Executive Engineer,  
Scheme-36, KDA Wing.  
(Member)

Executive Engineer,  
SMBBT.  
(Member)

Deputy Director (F&A),  
SMBBT.  
(Member, Secretary)

Director (F&A),  
SMBBT.  
(Chairman)

OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No EE/(P/C)/SMBBT/2012/101

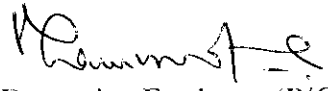
Dated: 27/07/2012

The Manager (CB),  
Sindh Public Procurement Regularity Authority,  
Barrack No: 8, Sindh Secretariat No: 4-A,  
Court Road, Karachi.

Subject: BID EVALUATION REPORT FOR CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS (BLOCK-09), AT BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI CONTRACT NO INF-001.

Reference: SPPRA ID NO: 8787/2012.

I am directed to enclose herewith Bid Evaluation Report for the above mentioned work for your perusal and for hoisting on SPPRA website in accordance to Rule-45.

  
Executive Engineer (P/C)  
SMBBT, GOS

Copy to:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending Engineer, SMBBT.
4. PS to Project Director, SMBBT.

MCB

SPPRA INWARD DIARY  
No. \_\_\_\_\_  
Dated \_\_\_\_\_  
Sindh Public Procurement  
Regulatory Authority Govt. of Sindh



**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI, PHONE # 021-99240255**

**BID EVALUATION REPORT.**

- 1 Name of Procuring Agency. Project Directorate.  
Shaheed Mohtarma Benazir Bhutto Towns
- 2 Tender Reference No. INF-001
- 3 Tender Description/ Name of Work. Construction of Internal Development Works (Block-09), at Benazir Town, Deh Mandiari, Kemari Town, Karachi
- 4 Method of Procurement. Single Stage Single Envelope Procedure.
- 5 Tender Published. Daily Dawn, Daily Kawish & Daily Express.  
Dated : 09-06-2012. SPPRA ID No. 8787/2012.
- 6 Total Bid Documents Sold. 3 Nos.
- 7 Total Bids Received. 3 Nos.
- 8 Technical Bid Opening date. Not applicable.
- 9 No. of Bids Technically Qualified. Not applicable.
- 10 Bid(s) Rejected. No
- 11 Financial Bid Opening date: 29-Jun-12

12 **Bid Evaluation Report.**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Kamran & Kampany	56,731,009	<b>56,864,302/-</b>	0.23% below	1st	Accepted being the 1st Lowest.
2	M/s. King Enterprises.	59,211,327		4.13% above	2nd	Rejected being the 2nd Lowest.
3	M/s. Eastern Construction Co.	60,457,255		5.94% above	3rd	Rejected being the 3rd Lowest.

Dy. Director (F&A)  
MD  
(Member)

Executive Engineer,  
Scheme-36, KDA Wing.  
(Member)

Executive Engineer,  
SMBBT.  
(Member) 23/17

Deputy Director (F&A),  
SMBBT.  
(Member, Secretary)

Director (F&A),  
SMBBT.  
(Chairman)





OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No EE/(P/C)/SMBBT/2012/102


Dated: 27 / 07 / 2012

The Manager (CB),  
Sindh Public Procurement Regularity Authority,  
Barrack No: 8, Sindh Secretariat No: 4-A,  
Court Road, Karachi.

Subject: BID EVALUATION REPORT FOR CONSTRUCTION OF 100 FT WIDE  
ROADS-08, 13, 14 OF BENAZIR TOWN, DEH MANDIARI, KEMARI  
TOWN, KARACHI CONTRACT NO RD-002.

Reference: SPPRA ID NO: 8787/2012.

I am directed to enclose herewith Bid Evaluation Report for the above mentioned work for your perusal and for hoisting on SPPRA website in accordance to Rule-45.

  
Executive Engineer (P/C)  
SMBBT, GOS

Copy to:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending Engineer, SMBBT.
4. PS to Project Director, SMBBT.

MLB

SPPRA INWARD DIARY  
No. 221  
Dated 30/7  
Sindh Public Procurement  
Regulatory Authority Govt. of Sindh



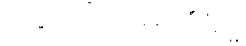
**PROJECT DIRECTORATE**  
**SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS**  
**APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD**  
**KARACHI, PHONE # 021-99240255**

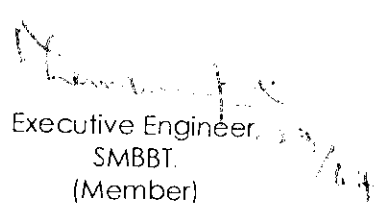
**BID EVALUATION REPORT.**

- 1 Name of Procuring Agency. Project Directorate,  
Shaheed Mohtarma Benazir Bhutto Towns.
- 2 Tender Reference No. RD - 002
- 3 Tender Description/ Name of Work. Construction of 100' Wide Roads-08, 13, 14 of Benazir  
Town, Deh Mandiari, Kemari Town, Karachi
- 4 Method of Procurement. Single Stage Single Envelope Procedure.
- 5 Tender Published. Daily Dawn, Daily Kawish & Daily Express.  
Dated : 09-06-2012. SPPRA ID No. 8787/2012.
- 6 Total Bid Documents Sold. 4 Nos.
- 7 Total Bids Received. 4 Nos.
- 8 Technical Bid Opening date. Not applicable.
- 9 No. of Bids Technically Qualified. Not applicable.
- 10 Bid(s) Rejected. No
- 11 Financial Bid Opening date: 29-Jun-12
- 12 **Bid Evaluation Report.**


S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparasion with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Sher Jan Moosa Khail & Co.	73,172,650	<b>73,901,686/-</b>	0.99% below	1st	Accepted being the 1st Lowest.
2	M/s. S. M. K. Construction Co.	77,288,500		4.38% above	2nd	Rejected being the 2nd Lowest.
3	M/s. Engineering Construction Int'l Pvt. Ltd.	83,299,300		11.28% above	3rd	Rejected being the 3rd Lowest.
4	M/s. Shamsher Khan & Co.	Not Quoted.		-----	-----	-----

  
Dy. Director (F&A)  
MDA  
(Member)

  
Executive Engineer,  
Scheme-36, KDA Wing.  
(Member)

  
Executive Engineer,  
SMBBT.  
(Member)

Deputy Director (F&A),  
SMBBT.  
(Member, Secretary)

  
Director (F&A),  
SMBBT.  
(Chairman)



OFFICE OF THE EXECUTIVE ENGINEER (P/C)  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
Apollo Centre Near Bahria University, Stadium Road, Karachi  
Phone # 021-99240255

No. EE/(P/C)/SMBBT/2012/103


Dated: 27 / 07 / 2012

The Manager (CB),  
Sindh Public Procurement Regularity Authority,  
Barrack No: 8, Sindh Secretariat No: 4-A,  
Court Road, Karachi.

Subject: BID EVALUATION REPORT FOR CONSTRUCTION OF INTERNAL DEVELOPMENT WORKS (BLOCK-11), AT BENAZIR TOWN, DEH MANDIARI, KEMARI TOWN, KARACHI CONTRACT NO INF-003.

Reference: SPPRA ID NO: 8787/2012.

I am directed to enclose herewith Bid Evaluation Report for the above mentioned work for your perusal and for hoisting on SPPRA website in accordance to Rule-45

  
Executive Engineer (P/C)  
SMBBT, GOS

Copy to:

1. The Director (F&A), SMBBT.
2. The Chief Engineer, SMBBT.
3. The Superintending Engineer, SMBBT.
4. PS to Project Director, SMBBT.

MCA  
SPPRA FORWARD DIARY  
No. 2022  
Dated 30/7/12  
Sindh Public Procurement  
Regularity Authority Govt. of Sindh



PROJECT DIRECTORATE  
SHAHEED MOHTARMA BENAZIR BHUTTO TOWNS  
APOLLO CENTRE NEAR BAHRIA UNIVERSITY, STADIUM ROAD  
KARACHI, PHONE # 021-99240255

**BID EVALUATION REPORT.**

- 1 Name of Procuring Agency. Project Directorate,  
Shaheed Mohtarma Benazir Bhutto Towns.
- 2 Tender Reference No. INF-003
- 3 Tender Description/ Name of Work. Construction of Internal Development Works  
(Block-11), at Benazir Town, Deh Mandiari, Kemari Town,  
Karachi
- 4 Method of Procurement. Single Stage Single Envelope Procedure.
- 5 Tender Published. Daily Dawn, Daily Kawish & Daily Express.  
Dated : 09-06-2012. SPPRA ID No. 8787/2012.
- 6 Total Bid Documents Sold. 3 Nos.
- 7 Total Bids Received. 3 Nos.
- 8 Technical Bid Opening date. Not applicable.
- 9 No. of Bids Technically Qualified. Not applicable.
- 10 Bid(s) Rejected. No
- 11 Financial Bid Opening date: 29-Jun-12

12 **Bid Evaluation Report.**

S.No.	Name of Bidder.	Cost offered by the Bidder. (PKR)	Engineer's Estimate	Comparison with Estimated Cost.	Ranking in Terms of Cost.	Reasons for Acceptance / Rejection.
1	M/s. Pak Constructors & Engineers	78,716,463	79,392,794/-	0.85% below	1st	Accepted being the 1st Lowest.
2	M/s. King Enterprises.	81,186,787		2.22% above	2nd	Rejected being the 2nd Lowest.
3	M/s. Trend Construction Co.	84,999,940		....	....	Disqualified as Bid Security Amount is Less than required 2% of Quoted Bid Price

Dy. Director (F&A)  
MD  
(Member)

Executive Engineer,  
Scheme-36, KDA Wing.  
(Member)

Executive Engineer,  
SMBBT.  
(Member)

Deputy Director (F&A),  
SMBBT.  
(Member, Secretary)

Director (F&A),  
SMBBT.  
(Chairman)