

NATIONAL HIGHWAY AUTHORITY

Subject: OPENING AND EVALUATION OF TENDER FOR EMERGENCY MAINTENANCE WORK (FOR LANDSLIDE CLEARANCE) AT KM 81+000 TO KM 93+600 ON MNJ N-15 OF CONTRACT NO. EM-NA-09/N-1/01

1. A Committee comprising the following was constituted by General Manager (NAs) as per NHA Code 2005; Table III-3 to open and evaluate tenders for above work, in the office of General Manager (Northern Areas) NHA Abbottabad at 1135 hrs on 21ST March 2009:-

| | | |
|----|------------------------------|------------|
| a. | General Manager (Region) | Chairman |
| b. | Director (Operations) | Member - I |
| c. | Director/DD/RAMS) | Member-II |
| d. | Deputy Director (Accounts) | Member-III |
| e. | Deputy Director (Operations) | Secretary |

2. Pre-qualified contractors were invited for tenders through Advertisement in newspapers. The following Contractors purchased the Tender Documents: -

| | |
|----|---------------------------------|
| a. | M/s Gulzar Khan & Brothers |
| b. | M/s Muhammad Tahir & Brothers |
| c. | M/s Muhammad Rafique & Brothers |
| d. | M/s Rustum Cemcon Joint Venture |

3. The following three (03) bidders participated in tender for the subject contract.

| | |
|----|--|
| a. | M/s Rustum Cemcon Joint Venture |
| b. | M/s Muhammad Rafique & Brothers |
| c. | M/s Muhammad Tahir & Brothers/JV Raja Naik |

4. Tenders were opened by the committee in the presence of the participating bidders or their representatives.

5. Rates and bid prices quoted by various bidders were announced by the Chairman Opening Committee in the presence of contractors. Summary of Bid prices of bidders received by the committee are as under:

| S.No | Contractors Name | Bid Price (Rs) |
|------|--|----------------|
| a. | M/s Rustum Cemcon Joint Venture | 29,297,486.00 |
| b. | M/s Muhammad Rafique & Brothers | 30,618,270.00 |
| c. | M/s Muhammad Tahir & Brothers/JV Raja Naik | 31,716,370.00 |


6. The bids were arithmetically checked and evaluated by the committee. After evaluation, the bid status of the bidders is shown in the following Comparative Statement.


| S.No | Contractors Name | Bid Price | Status in Percentage |
|------|--|---------------|----------------------|
| a. | M/s Rustum Cemcon Joint Venture | 29,297,486.00 | 9.93% Above |
| b. | M/s Muhammad Rafique & Brothers | 30,618,270.00 | 14.89% Above |
| c. | M/s Muhammad Tahir & Brothers/JV Raja Naik | 31,716,370.00 | 19.01% Above |

7. It may be seen from the Comparative Statement that for Contract No. EM-NA-09/N-15/01 the bidder, M/s Rustum Cemcon Joint Venture has quoted the lowest bid, which is 9.93% (Above) the Engineer's Estimate i.e. Rs. 26,649,818.00

8. RECOMMENDATIONS


The Tenders Opening and Evaluation Committee, therefore recommends that the Contract No. EM-NA-09/N-15/01 for Emergency Maintenance Work (For Land Slide Clearance) on N-15 at KM 81+000 to KM 93+600 be awarded to M/s Rustum Cemcon Joint Venture at a cost of Rs. 29,297,486.00 which is 9.93% (Above) the Engineer's Estimate.

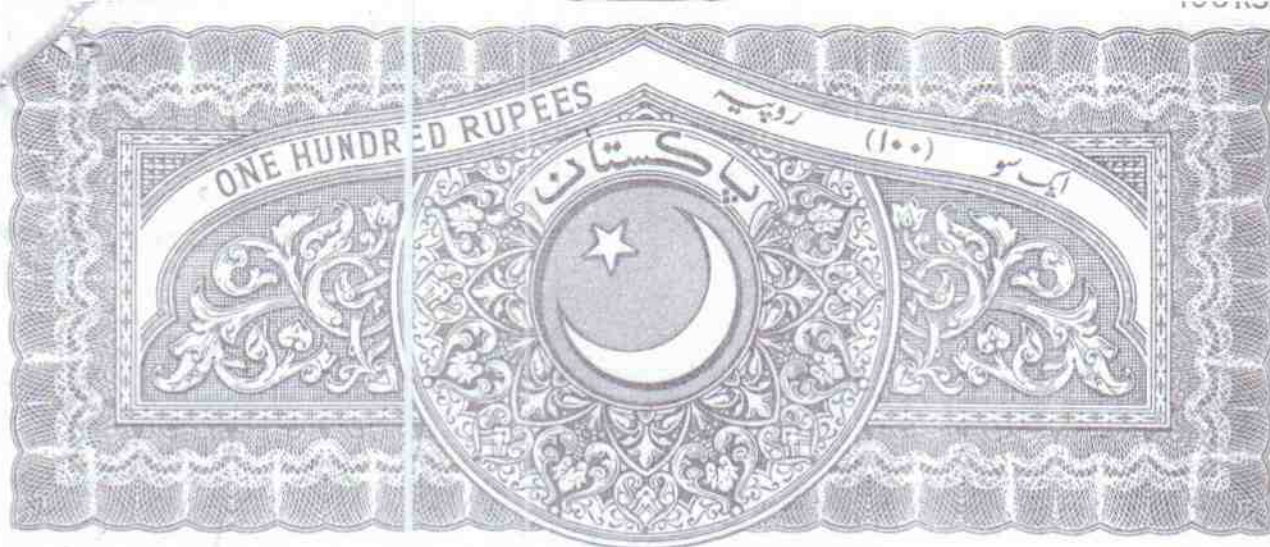

Secretary
DD (Ops)


Member-I
Director (Ops)

Member-II
Director/DD (RAMS)


Member-III
DD (Accounts)


Chairman
GM (Region)



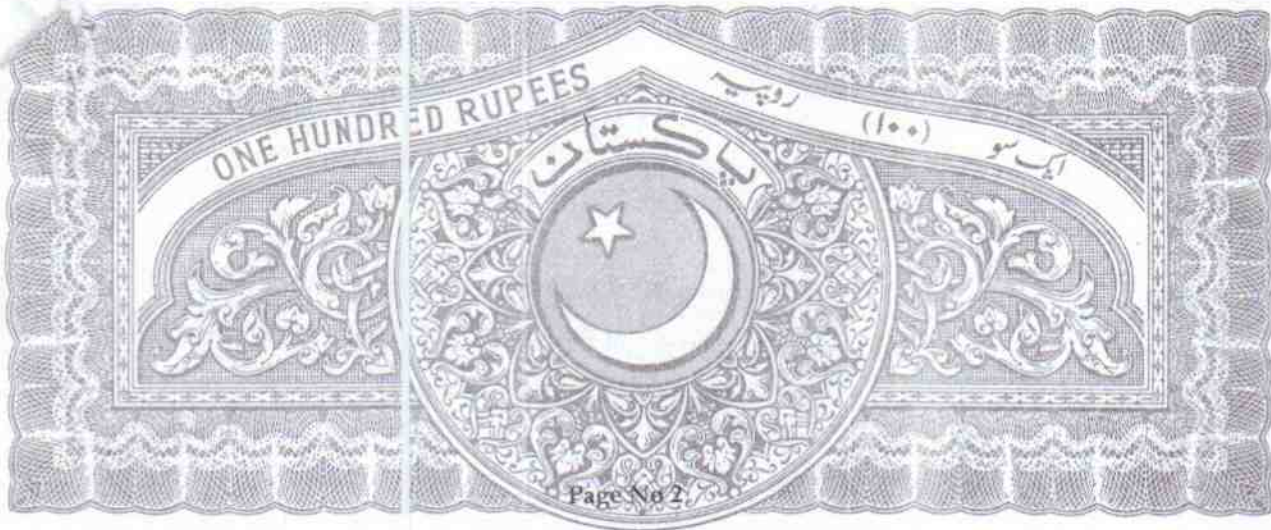
CONTRACT AGREEMENT

THIS AGREEMENT, made on 26 March 2009 between GM (NAs) National Highway Authority, Ministry of Communications, Government of Pakistan, House No 394 Street No 3 Jinnahabad Town District Abbottabad (hereinafter called "the Employer") on one part and M/s Rustum Cemcon Joint Venture Room No 218 Place Hotel Madina Gilgit (hereinafter called "the Contractor") on other part.

WHEREAS, tenders have been received by the Employer for work "Contract No. EM-NA-09/N-15/01 for Emergency Maintenance Work (for Land Slide Clearance) at KM 81+000 to KM 93+600 on MNJ N-15 (FY 2008-09) Northern Areas Region and whereas the tender of the Contractor for Emergency Maintenance Work (Land Slide Clearance) at KM 81+000 & KM 93+600 on , has been accepted by the Employer vide letter No.EM-NA-09/N-15/01/878 dated 25th March 2009, amounting to Rs. 29,29,486.00 (Rupees Twenty Nine Million Two Hundred Ninety Seven Thousand Four Hundred Eighty Six Only)

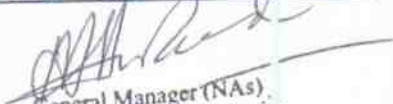
NOW THEREFORE, for and in connection the promises, covenants, and agreements hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant & agree as follows:

- i. In consideration of the covenants and agreements to be kept and performed by the contractor, and for the faithful performance of this Contract, and completion of the work according to the Specifications and Conditions herein contained, the Employer shall pay, and the Contractor shall receive and accept as full compensation for every thing furnished and done by the Contractor under this Agreement, the Contract Price stipulated in the Letter of Acceptance, at the times and in the manner prescribed by the Conditions of Contract.
- ii. Said work shall be started by the contractor within **Fourteen Days (14)** after receipt from the Engineer of a written Notice to Commence, and the Contractor shall fully complete the work within **Six (06) Month**, after receipt of the written order to Commence, except for Maintenance Period which shall be **Three (03) Months** after issuance of the Certificate of Completion.
- iii. If contractor fails to carry out the work after the stipulated time, his company would be liable to liquidated damages for the whole of the works at rate of 0.10 Percent per day. The maximum amount of liquidated damages for the whole of the Works is 10 Percent of the final Contract Price.
- iv. The following documents shall be deemed to form, and be read and construed, as part of this Agreement:



- a. Contract Agreement.
- b. Letter of Acceptance.
- c. Addenda No. (which have been incorporated in the contract)
- d. Contract Data.
- e. The Bid and Bill of Quantities.
- f. Drawings
- g. Conditions of Contract.
- h. Bidding Data.
- i. Instructions to bidders.
- j. Standard Specifications.
- k. Performance Security
- v. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day year first before written.

NATIONAL HIGHWAY AUTHORITY

By: 
 General Manager (NAs) National Highway Authority
 Abbottabad.

General Manager (NA's) NHA

WITNESS

By: 
 Director (Maintenance) NA's NHA
 Abbottabad

Director (Maintenance) NA's NHA

CONTRACTOR

By: 
 Engr. Sajjad Ullah Rustum
 Managing Director
 RUSTUM CEMCON
 M/s Rustum CEMCON Joint Venture
 Room No 218 Place Hotel Madina
 Super Market Gilgit

WITNESS

By: 
 Zardad Khan

Zardad Khan