

# NATIONAL HIGHWAY AUTHORITY

Subject: OPENING AND EVALUATION OF TENDER FOR EMERGENCY MAINTENANCE WORK (FOR LIDE CLEARANCE) AT KM 120+000 TO KM 122+300 ON MNJ N-15 OF CONTRACT NO. EM-NA-09/N-15/04

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 13<sup>th</sup> April 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 Muhammad Rafique & Brothers
b.	M/s Muhammad Tahir & Brothers/JV Raja Naik
c.	M/s Rustum Cemcon Joint Venture
d.	M/s Gul Haider Khan & Sons
e.	M//s Gulzar Khan & Brothers

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

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

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

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 Muhammad Rafique & Brothers	26,115,866.00
b.	M/s Muhammad Tahir & Brothers/JV Raja Naik	27,184,650.00
c.	M/s Rustum Cemcon Joint Venture	29,667,450.00

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 Muhammad Rafique & Brothers	26,115,866.00	9.89% Above
b.	M/s Muhammad Tahir & Brothers/JV Raja Naik	27,184,650.00	14.38% Above
c.	M/s Rustum Cemcon Joint Venture	29,667,450.00	24.83% Above

7. It may be seen from the Comparative Statement that for Contract No. EM-NA-09/N-15/04 the bidder, M/s Muhammad Rafique & Brothers has quoted the lowest bid, which is 9.893% (Above) the Engineer's Estimate i.e. Rs. 23,765,352.00

#### 8. RECOMMENDATIONS


The Tenders Opening and Evaluation Committee, therefore recommends that the Contract No. EM-NA-09/N-15/04 for Emergency Maintenance Work (For Slide Clearance) on N-15 at KM 120+000 to KM 122+300 be awarded to M/s Muhammad Rafique & Brothers at a cost of Rs. 26,115,866.00 which is 9.89% (Above) the Engineer's Estimate.

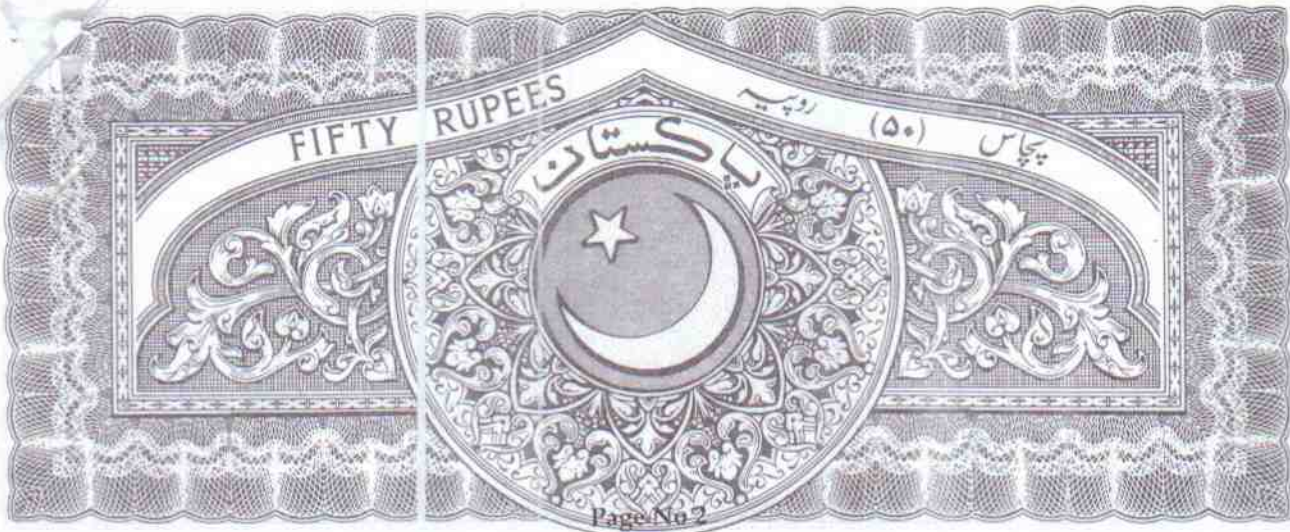
  
Secretary  
DD (Ops)

  
Member-I  
Director (Ops)

Member-II  
Director/DD (RAMS)

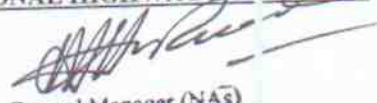
  
Member-III  
DD (Accounts)

  
Chairman  
GM (Region)



- 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) NAs NHA  
Abbottabad

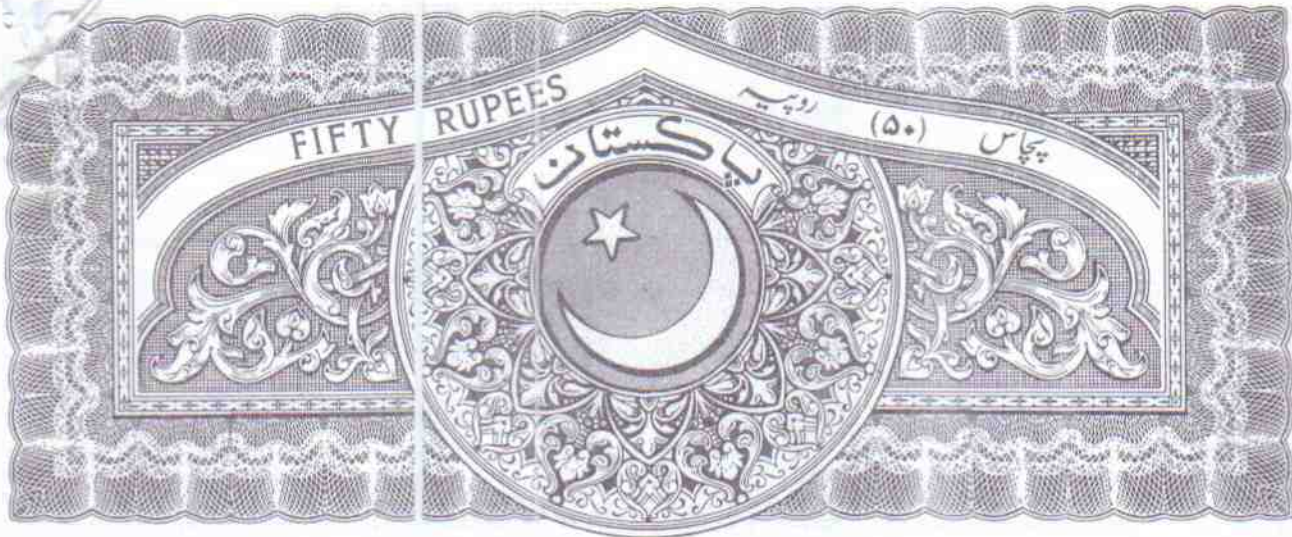
Director (Maintenance) NA's NHA

CONTRACTOR

By:   
M/s Muhammad Rafique & Brothers  
Government Contractor  
Tehsil Oghi and District Mansehra

WITNESS

By:   
M/s Muhammad Rafique & Brothers  
Government Contractor



### CONTRACT AGREEMENT

**THIS AGREEMENT**, made on 17 April 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 Muhammad Rafique & Brothers Government Contractor Tehsil Oghi and District Mansehra (hereinafter called "the Contractor") on other part.

**WHEREAS**, tenders have been received by the Employer for work "Contract No. EM-NA-09/N-15/04 for Emergency Maintenance Work (for Slide Clearance) at KM 120+000 to KM 122+300 on MNJ N-15 (F/Y 2009-10) Northern Areas Region and whereas the tender of the Contractor for Emergency Maintenance Work at KM 120+000 & KM 122+300 on, has been accepted by the Employer vide letter No EM-NA-09/N-15/04/950 dated 15<sup>th</sup> April 2009, amounting to Rs. 26,115,866.00 (Rupees Twenty Six Million One Hundred Fifteen Thousand Eight Hundred Sixty 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: