

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA-I
(As Per Rule-47 of PP Rules, 2004)

To Be Filled and Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services and Goods.

- NAME OF THE ORGANIZATION / DEPARTMENT. **Karachi Port Trust / Civil Works Division**
- FEDERAL / PROVINCIAL GOVT. **Federal Govt. (KPT Board of Trustees)**
- TITLE OF CONTRACT **REHABILITATION OF DAMAGED ROAD AND ALLIED REPAIR WORKS AT TPX.**
- TENDER NUMBER **TS505781E Dated 06-04-2023**
- BRIEF DESCRIPTION OF CONTRACT: TPX is bounded area located at M.T Khan Road being used for the storage of various cargo materials by KPT Traffic Department and other private parties. The overall network of road is 05 KM in length (approx). Out of 05 Km road length, 3.5 KM is extremely deteriorated, same have been considered for repairs and rehabilitation.
- TENDER VALUE **Rs. 86,324,531.20**
- ENGINEER'S ESTIMATE (for civil Works only) **Rs. 86,197,445.00**
- ESTIMATED COMPLETION PERIOD **06 Months**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **NO**

➤ Advertisement: i) PPRA Website (Federal Agencies) (If yes, give date and PPRA's tender number) • Dated: 06-04-2023 • PPRA No. TS505781E	Yes	No
	✓	
ii) News Papers (If yes, give names of newspapers and dates) Newspapers: 1. <u>Daily Down Dated 16-03-2023</u> 2. <u>Daily Ausaf Dated 16-03-2023</u>	Yes	No
	✓	
➤ TENDER OPENED ON (DATE & TIME)	26-04-2023 at 1100 Hrs.	
➤ NATURE OF PURCHASE	Local	Int.
	✓	
➤ EXTENSION IN DUE DATE (If any)	Yes	No
		✓

➤	NUMBER OF TENDER DOCUMENTS SOLD	Not Known Uploaded on PPRA / KPT Websites	
➤	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (If yes enclose a copy).	Yes	No
		✓	
➤	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS. (If yes enclose a copy).	Yes	No
		✓	
➤	WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)		
	a) SINGLE STAGE - ONE ENVELOPE PROCEDURE		✓
	b) SINGLE STAGE - TWO ENVELOPE PROCEDURE		-
	c) TWO STAGE BIDDING PROCEDURE		-
	d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE		-
➤	PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)		N/A
➤	WHO IS THE APPROVING AUTHORITY	<u>KPT Board's</u>	
➤	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.	Yes	No
			✓
➤	NUMBER OF BIDS RECEIVED	Five Bids Received	
➤	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER	Yes	No
		✓	
		Five Bids Received	
➤	WHETHER INTEGRITY PACT WAS SIGNED	Yes	No
		✓	

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CONTRACT AWARD PROFORMA –II

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Public Contracts of Works, Services & Goods**

➤	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	All Bidders were Present
➤	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/S. Deen Muhammad Al Hamra Center, F-9-11, Block-7,& Shaheed-e-Millat <u>Karachi</u> Ph: No. <u>021-34310065</u>
➤	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 st , 2 nd , 3 rd EVALUATED BID)	1 st Evaluation Bid
➤	NEED ANALYSIS only the procurement was necessary?)	KPT Authorities is committed to Provide repair / maintenance of existing infrastructure
➤	IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)	-
➤	WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	Nil
➤	DATE OF CONTRACT SIGNING (Attach a copy of agreement)	10-11-2023
➤	CONTRACT AWARD PRICE	Rs. 86,324,531.20
➤	WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach copy of the bid evaluation report)	Bid Evaluation Report under PPRA Rule-35 attached EV No. <u>EV53767</u>
➤	ANY COMPLAINTS RECEIVED (If yes result thereof)	NO
➤	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS (If yes give details)	NO
➤	DEVIATION FROM QUALIFICATION CRITERIA (If yes give details)	NO
➤	SPECIAL CONDITIONS, IF Any (Give Brief Description)	-

923049



NBP-0002-2310100003232292

GoS-KHI-0B65FE6E0CBF2032

Non-Judicial

Rs 302,136/-

Description : Contract - 15(a)
 Principal : M/s Deen Muhammad Govt Contractor [21536511]
 Contractor : M/s Deen Muhammad Govt Contractor [21536511]
 Applicant : Deen Muhammad [56503-1854775-3]
 Stamp Duty Paid by : M/s Deen Muhammad Govt Contractor [21536511]
 Issue Date : 10-Oct-2023, 05:01:20 PM
 Paid Through Challan : 2023041D36367477
 Amount in Words : Three Lac Two Thousand One Hundred and Thirty Six Rupees Only



Please Write Below This Line

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "agreement") made on the _____ day of _____ 2023 between **Karachi Port Trust** (hereinafter called the "employer") of the one part and **M/s. Deen Muhammad Govt Contractor, of Al-Hamra Center, F-9-11 Block 7-8 Shaheed-e-Millat Karachi.** (hereinafter called the "contractor") of the other part.

WHEREAS the Employer is desirous that certain Work, viz: - **RE-HABILITATION OF DAMAGED ROAD AND ALLIED REPAIR WORKS AT TPX,**" at the quoted rates and the margined down price of **Rs.86,324,531.20 (Rupees Eighty Six Million Three Hundred Twenty-Four Thousand Five Hundred Thirty-One & Paise Twenty Only)** sanctioned "**Vide B.R No. 525 (Item-X) Dated:28-08-2023,** 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 defect therein, "**Further the Contractor has deposited to the Board a sum of Rs. 8,632,500.00 (Rupees: Eight Million Six Hundred Thirty-Two Thousand Five Hundred only) as Performance Security as per Clause 10.1 of Contract Data vide KPT Challan No. 1110230025 Dated 11-10-2023**

NOW this agreement witness 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 except those parts relating to Instructions to Bidders shall be deemed to form and read and construed as part of this Agreement, viz:-
 - a. The Contract Agreement;
 - b. The Letter of Acceptance;
 - c. The completed Form of Bid alongwith Schedules to Bid;
 - d. Conditions of Contract & Contract data;
 - e. The priced Schedule of Prices;
 - f. The Specifications;
 - g. The Drawings
 - h. **Relevant Correspondence (any other)**





E-STAMP
CONTINUATION SHEET

3. In consideration of the payments to be made by the Employer to the Contractor as Hereinafter mentioned, the Contractor hereby covenants with the Employer to Execute and complete the works remedy defects therein in conformity and in all respects with the provision of the contract.

4. That Employer hereby covenants to pay the contractor in consideration of the Execution and completion of the work as per provision of the Contract, the Contract price or such other sum as may become payable under the provision of the contract at times in the manner prescribed by the Contract.

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

SIGNED, AND DELIVERED BY THE

Chairman and two Trustees on behalf of the Board of Trustees of the Port of Karachi.

Signed b
In the Presence of

Chairman, Karachi Port Trust
CNIC #

Zahid Hussain
General Manager (CW)
CNIC #42201-6078496-5

Singed by
General Manager,
Civil Works/Engineering
Karachi Port Trust
KARACHI.

Trustee

In the presence of

Trustee

Secretary, KPT

And

Signed and Delivered by the with named Contractor M/s. Deen Muhammad Govt. Contractor through their Proprietor Mr. Deen Muhammad.

Signed by
In the presence of



Contractor
Mr. Deen Muhammad, Proprietor
CNIC# 56503-1854775-3

Witness

1) Mr. Sarfaraz Khan
CNIC. # 42101-1542822-7

Sig

INTEGRITY PACT



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

Contract No. No. E/N-2(06)/3462
Contract Value: Rs. 86,324,531.20

Dated: 25-Sep-2023

CONTRACT TITLE: RE-HABILITATION OF DAMAGED ROAD AND ALLIED REPAIR WORKS AT TPX.

M/s. Deen Muhammad Govt. Contractor, hereby declares that it has not obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

M/s. Deen Muhammad Govt. Contractor, certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

