

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 **REPAIR / RENOVATION WORK AT FIRE STATION M.I. YARD WEST WHARF.**
- TENDER NUMBER **TS520056E Dated 08-09-2023**
- BRIEF DESCRIPTION OF CONTRACT: **The Port Fire Station is located at West Wharf, same was constructed about 60 years back, due to old age structure. The spalling in structure from various places have been observed (photos attached), additionally R.C.C Structure in very dangerous condition, same needs to be demolished and other Building structures shall be repair for uplifting its useful life span and renovation of Buildings**
- TENDER VALUE **Rs. 4,139,280.79**
- ENGINEER'S ESTIMATE (for civil Works only) **Rs. 4,860,913.09.**
- ESTIMATED COMPLETION PERIOD **04 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: 11-10-2023 •PPRA No. TS520056E ii) News Papers The Daily Nation & Daily Dunya, Dated: 08-09-2023	Yes	No
	✓	
	Yes	No
	✓	
➤ TENDER OPENED ON (DATE & TIME)	08-09-2023 at 1130 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</u>	
➤	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.	Yes	No
			✓
➤	NUMBER OF BIDS RECEIVED	Six Bids Received	
➤	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER	Yes	No
		✓	
		Six Bids Received	
➤	WHETHER INTEGRITY PACT WAS SIGNED	Yes	No
			✓

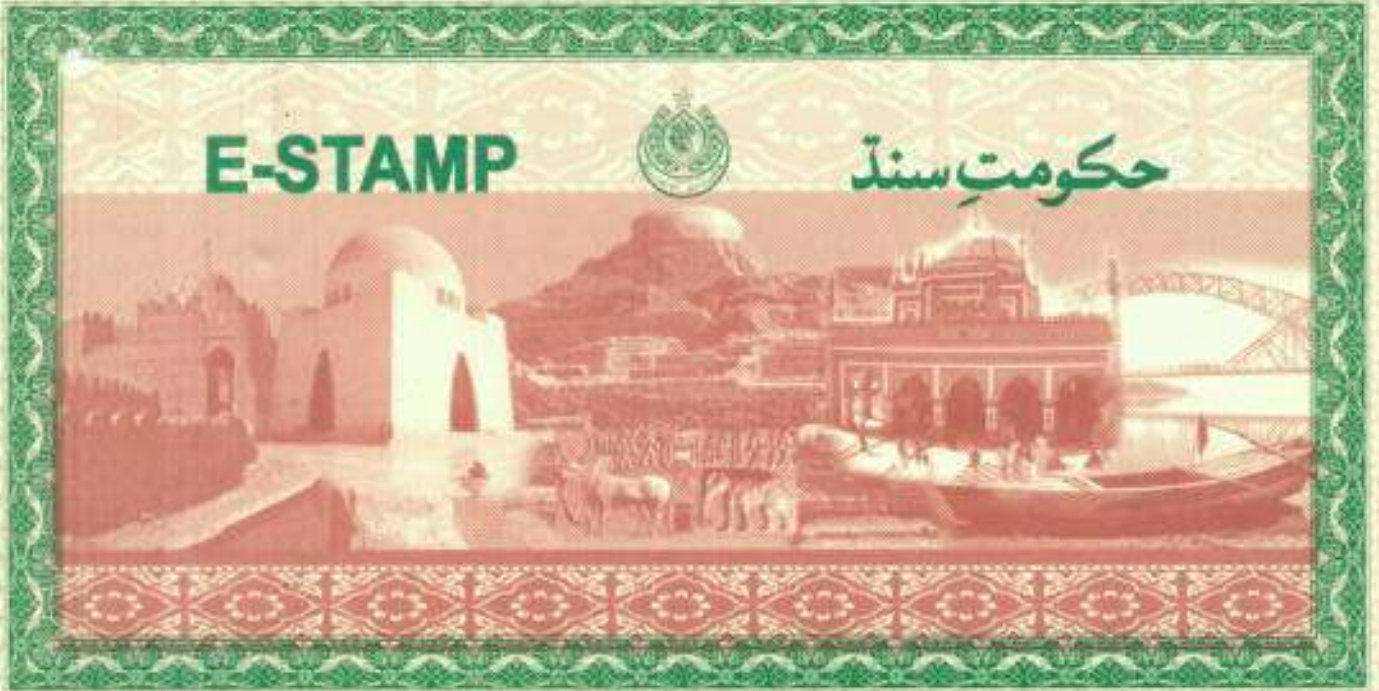
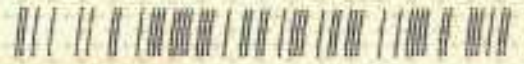
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

(As Per Rule-47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA –II

**To Be Filled And Uploaded on PPRA Website in Respect of All
Public Contracts of Works, Services & Goods**

➤	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	04 bidders were present
➤	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s. AA Engineering Construction Co. A-516, Block-I, First Floor North Nazimabad <u>Karachi.</u> Ph # 0333-2205074
➤	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	YES
➤	DATE OF CONTRACT SIGNING (Attach a copy of agreement)	01-03-2024
➤	CONTRACT AWARD PRICE	Rs. 4,139,280.79
➤	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.57213
➤	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)	-



NBP-0002-2401290003987230

GoS-KHI-FD18B720609CC1B6

Non-Judicial

Rs 500/-

Description	: Counterpart or Duplicate - 17
First Party	: M/s A.A Engineering Construction Co [37889508]
Second Party	: M/s A.A Engineering Construction Co [37889508]
Applicant	: Ather Amjad [42101-5002183-5]
Stamp Duty Paid by	: M/s A.A Engineering Construction Co [37889508]
Issue Date	: 29-Jan-2024, 09:09:02 AM
Paid Through Challan	: 20245ABB6A9139A4
Amount in Words	: Five Hundred Rupees Only

Please Write Below This Line

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "agreement") made on the _____ day of _____ 2024 between **Karachi Port Trust** (hereinafter called the "employer") of the one part and **M/s. A.A Engineering Construction Co**, of A-516, Block-I, First Floor North Nazimabad Karachi. (hereinafter called the "contractor") of the other part. WHEREAS the Employer is desirous that certain Work, viz: - **Repair / Renovation Work at Fire Station M.I Yard West Wharf , Karachi**, "at the quoted rates and the margined down price of **Rs.4,139,280.79 (Rupees Four Million One Hundred Thirty Nine Thousand Two Hundred Eighty & Paise Seventy Nine, Only)** sanctioned "Vide B.R No. 614 (Item-VII) Dated: 11-12-2023, 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. 414,000.00 (Rupees Four Hundred Fourteen Thousand only) as Performance Security as per Clause No. IB 21.1, 4.4 of Contract Data vide KPT Challan No. 0202240113 Dated: - 02-Feb- 2024.**

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 constructed as part of this Agreement, viz: -
 - a. The Contract Agreement;
 - b. The Letter of Acceptance;
 - c. The completed Form of Bid along with Schedules to Bid;
 - d. The General Conditions
 - e. Terms of Reference
 - f. The Drawings;
 - g. **Relevant Correspondence (any other)**



A.A ENGINEERING CONSTRUCTION CO.
Ather Amjad

Proprieto



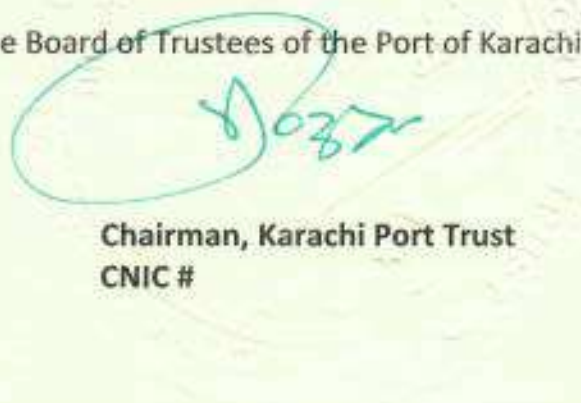
3. In consideration of the payments to be made by the Employer to the Contractor as Hereinafter mentioned, the Contractor hereby covenants with the Employer to Execute and complete the works remedy defects therein in conformity and in all respects with the provision of the contract.
4. That Employer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



Chairman, Karachi Port Trust
CNIC #

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

General Manager,
Civil Works/Engineering
Karachi Port Trust
KORACHI.

Singed by

In the presence of

Secretary, K.P.T.

Trustee
Trustee

And

Signed and Delivered by the with named Contractor M/s. A.A Engineering Construction Co, through their Proprietor Mr. Athar Amjad,

Signed by
Signed by

In the presence of

Contractor
Mr. Athar Amjad (Proprietor)
CNIC. 42101-5002183-5

Witness
1) Mr.
CNIC. # 42301-1926146-7
Sig

A.A ENGINEERING CONSTRUCTION CO
Karachi



Government of Sindh

E-STAMP
CONTRACT SHEET

CNIC. # 42301-0315274-5



Evaluation Results

Organization Name: Karachi Port Trust

Download Uploaded Date

Evaluation No	Evaluation Result Title	Download	Uploaded Date
EV57223	Karachi Port Trust Final Evaluation Maintenance/Look After of kolachi.... E/CS-2(982)/ TS524796E		4/1/2024
EV57213	Karachi Port Trust Final Evaluation Repair/Renovation Work.... E/N-2(39)/ TS520056E		4/1/2024
EV57212	Karachi Port Trust Final Evaluation Provision of Storm Water.... E/N-2(65)/ TS520060E		3/1/2024
EV56806	Karachi Port Trust Final Evaluation Maintenance /Repair E/CS-2(116)/ TS524340E		19/12/2023
EV56805	Karachi Port Trust Final Evaluation Maintenance /Repair E/CS-2(70)/ TS524339E		19/12/2023
EV56804	Karachi Port Trust Final Evaluation Upgradation/ Uplifting E/CS-2(85)/ TS522232E		19/12/23
EV56803	Karachi Port Trust Final Evaluation Maintenance /Repair E/CS-2(990)/ TS522548E		19/
EV56801	Karachi Port Trust Final Evaluation Maintenance /Repair E/CS-2(970)/ TS517573E		
EV56637	Karachi Port Trust Final Evaluation Maintenance/Renovation of Sitting Area.... E/N-2(113)/ TS522817E		
EV56636	Karachi Port Trust Final Evaluation Supply and Fixing of Parking Shed.... E/N-2(102)/ TS522604E		
	Karachi Port Trust Final Evaluation		



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KARACHI PORT TRUST

Gateway to Pakistan
A Great Heritage A Vibrant Future

TENDER NOTICE - Engineering Department

Chief Engineer KPT invited Tenders, under PPRA Rule 16 (a) from Builders registered with Government, Semi Government Department, Organizations or with any reputable client for the following work. All interested firms who possess experience in the relevant field may obtain the tender documents available on the downloaded version at KPT, PPRA & MOMA Websites.

NAME & SCOPE OF WORK

REPAIR / RENOVATION WORK AT FIRE STATION MLYARD WEST WHARF

The work mainly comprises of:

a. WATER PROOFING WORKS:

- Dismantling & Demolition Chiseling Overhead Tank.
- Providing & Laying 50mm Thick 1:3:6 Cement Concrete.
- Prepare Surface & Apply Water Proofing.
- Repairing of Damaged Roof Ceiling Beams, Columns chajja etc.
- Providing Laying Porcelain Tiles.
- Providing & Fixing Partial Wood Doors.
- Applying Distemper, Oil Paint & Weather Shield Paint.
- Providing Fixing Fiber False Ceiling.

Bid Security amount Rs. 200,000/- fixed (Refundable) in form of Pay Order in the favour of Chief Accounts Officer KPT.

DATE & TIME OF RECEIPT AND OPENING OF TENDER

25.09.2023

Receipt at 11:00 HRS

Opening at 11:30 HRS

Tender Fee Rs. 3,000/- (Non Refundable)

Gift 25/9/23
(2)

25/9/23

1. The intending Bidders must be registered with the Pakistan Engineering Council in Category C-6 and above, valid on the date of opening of tender.
2. The Intending Bidders may visit KPT / PPRA & MOMA Websites and may Download the Tender Documents. The Pre-bid Tender Fee amounting to Rs. 3,000/- and the Bid security of the work which is Rs. 200,000/- Fixed (Refundable) will be submitted separately envelope alongwith the Bid at the time of submission of tender in Shape of pay Order, in favour of Chief Accounts Officer KPT.

The Mandatory requirement to be fulfill as mentioned from (a) to (f).

- a) Copy of latest Valid NTN, SRB Certificates
- b) Copy of Online Tax verification (fresh copy of ATL).
- c) Updated Company Profile for those participating first time in KPT.
- d) Copy of Valid PEC Registration Certificate.
- e) Affidavit, that the firm is not defaulter in Income tax department nor blacklisted by any Organization.
- f) a. In case of companies and firms, last three years Audited Financial Statements are to be provided showing minimum average turnover of Rs. 2.5 (M).
- b. In case of individuals / sole proprietors, last three years tax returns filed with FBR are to provided showing minimum turnover of Rs. 2.5 (M) on average for three years.

3. Only the FBR & SRB Registered Bidders are eligible for bidding. Bidder has to quote their rates inclusive of all GOVT. Taxes applicable as per Standard Format.

4. The Bid opening will take place in the Committee Room of the Civil Works / Engineering Department, at 2nd Floor, KPT Head Office Building, Karachi on given date & time.

5. The Bidder must read the instructions of Bidding Documents (Bidding Data IB-2) carefully in its true letter & Spirit (Mandatory Requirement).

6. Bidder who wishes to attend Pre-Bid meeting / Site Visit, same will be held on 02-10-2023 (Monday) @ 11:00 hrs

7. The KPT may reject all bids or proposals at any time prior to the acceptance of a Bid or Proposal. The KPT shall upon request communicate to any supplier or contractor who submitted a Bid or Proposal, the grounds for its rejection of all Bids or Proposals, but is not required to justify those grounds.

Bidding Documents must be submitted with tender Documents

CHIEF ENGINEER
KPT Head Office Building,
Edujee Dinshaw Road, Karachi-74000,
UAN 111-KPT-111
Ph: 99214318
Fax: 99214329-30
Web site: www.kpt.gov.pk PPRA web site address: www.ppra.gov.pk



AA ENGINEERING CONSTRUCTION

AA ENGINEERING CONSULTANTS

Proprietor



KARACHI PORT TRUST
ENGINEERING & CONSTRUCTION

25/9/23

DOCUMENTS TO
BE RETURNED

NAME OF WORK: REPAIR / RENOVATION WORK AT FIRE STATION M.I YARD WEST WHARF

S.No	Description of Work	Unit	Rate	Quantity	Amount(Rs.)
					4187280

Notes:-

- a) After the completion of the work the contractor is required to clear away and remove from the site all construction plants, surplus material, rubbish, debris and temporary works of every kind etc. to the entire satisfaction of the Engineer. It may be noted that Contractors' account will not be finalized till such time a certificate to this effect is obtained from Executive Engineer and submitted to the Chief Engineer for his information
- b) The Contractor must ensure that the dismantled materials should be disposed in accordance with safety standards fixed by the civic agencies and specified environmental protection rules
- c) Debris dismantled materials, rubbish etc. should be disposed in such a way that it should not cause any pollution and shall not be source of harm to public.
- d) The tenderer must fill all the pages of Performa "A, A-1 & A-2" of tender documents, and ensure enclosing of the pay order for bid security amounting to Rs. 200,000/- (Fixed), along with bid, failing which his bid will not be considered by KPT.
- e) The tenderers are advised to avoid cutting / over writing in B.O.Q. In case any cutting / over writing it should be properly re-write, sign and stamp otherwise, the tenders may not be considered.

25/8/23

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ENGINEERING DEPT

Proprietor

AA ENGINEERING CONSTRUCTION

Proprietor

B. O. Q. ITEMS

Case - 1d

REPAIR AND RENOVATION WORK AT FIRE STATION NEAR YARD WEST WHARF

Engineering Department

Handwritten: 25/1/23

Dated: _____
Plan #: _____
Dated: _____

Handwritten: 2/6

No. Ref. Item description

1 CHEESEING/ TAKING DOWN, CEMENT CONCRETE WORKS/TILES UP TO ANY HEIGHT INCLUDING ROUGHING OF SURFACE AND DISPOSING THE MATERIAL OUTSIDE THE KPT LIMITS.

Unit: PER SQ M Rate: 8000 Rate in Words: 8000

Quantity: 325.00 Amount: 6,50,000

2 PROVIDING AND REPAIRING COLUMNS USING 1:2:4 CEMENT CONCRETE (WITH APPROVED CHEMICAL) USING APPROVED QUALITY / SIZE CRUSH AND SAND INCLUDING SHUTTERING, CURING, CORNICES, EDGES COMPLETE IN ALL RESPECT/ DIRECTED BY THE ENGINEER.

Unit: PER CU M Rate: 2000

Quantity: 5.00 Amount: 10000

3 REMOVING IRON GRILLS AND REFIXING SAME AFTER SAND BALLASTING IRON GRILL / STAIR RAILINGS, APPLYING 2 COATS OF RED OXIDE, AND 2 COATS OF ENAMEL PAINT OF APPROVED QUALITY UP TO ANY DEPTH AND HEIGHT (CHISELING, CUTTING, TUCKING, WELDING IF REQUIRED) SMOOTHLY AS PER DIRECTION OF THE ENGINEER INCHARGE AND DISPOSING OF SURPLUS MATERIAL OUT SIDE K.P.T LIMIT

Unit: PER SQ M Rate: 2100

Quantity: 32.00 Amount: 67200

4 PROVIDING AND LAYING 1:3:6 CEMENT CONCRETE SOLID BLOCK MASONRY MORE THAN 150 MM (6") THICK WALLS AND PILLARS USING GRADED SCREENED BARI 20 MM (3/4") AND DOWN GAUGE SET IN 1:4 CEMENT MORTAR IN FOUNDATION, BASEMENT AND PLINTH INCLUDING SCAFFOLDING RAKING OUT JOINTS AND CURING ETC., COMPLETE, (FOUNDATION AND BASEMENT MASONRY UP TO 1.50 M. (5 FT) DEPTH AND PLINTH UP TO 1.25 M. (4 FT) HEIGHT FROM THE GROUND LEVEL),
5 PREPARE SURFACE AND APPLYING 1/2" THICK CEMENT SAND PLASTER AT ANY HEIGHT OF RATIO 1:4, FINISHED SMOOTH INCLUDING CURING, SCAFFOLDING, CORNICES, EDGES ALL AS SPECIFIED AND DIRECTED.

Unit: PER SQ M Rate: 800

Quantity: 360.00 Amount: 288000

6 PROVIDING, LAYING AND FIXING (25MM) 1" THICK MOSAIC MARBLE CHIPS CHEQUERED / RIBBERED TILES 125 MM, TOPPING WITH WHITE/ GRAY CEMENT OVER STAIRS, STEPS AND PASSAGE WITH 1:2 CEMENT SAND MORTAR JOINTING AND WASHING THE TILES SLURRY INCLUDING GRINDING, RUBBING AND POLISHING AND CURING COMPLETE IN ALL RESPECT.

Unit: PER SQ M Rate: 1600

Quantity: 225.00 Amount: 360000

7 PROVIDING AND FIXING 1 1/2" THICK BEST QUALITY PARTIAL WOOD DOORS, WINDOWS AND VENTILATORS SINGLE LEAF, FULLY / PARTIALLY paneled & PARTIALLY PLAIN GLAZED WITH APPROVED BRASS FITTINGS (MONGERY) AND REQUIRED DEODAR WOOD FRAME OF SIZE (MEXC 14 SQ INCH) INCLUDING WOODEN KLEATS & STOPPERS, BEADING ETC COMPLETE, FRAME HANGING IN POSITION, FIXED ON WALLS WITH HOLD FASTS ETC OR AS DIRECTED.

Unit: PER SQ M Rate: 8500

Quantity: 15.00 Amount: 127500

8 PROVIDING AND LAYING 6MM THICK WHITE / COLORED CERAMIC TILES GLAZED / MATT NOT EXCEEDING 144 SQ INCH LAID ON FINE DRESSED SURFACE WITHOUT SENCING LAID OVER 1" THICK CEMENT MORTAR OF RATIO 1:2, AND IN DOORS & SKIRTING LAIN

Unit: PER SQ M Rate: 2929

Quantity: 120.00 Amount: 351480

Handwritten: Amount in words not mentioned



Handwritten: M. Srinivas Reddy
Engrg

B. O. Q. ITEMS

Engineering Department

REPAIR AND RENOVATION WORK AT FIRE STATION M.I. YARD WEST WARE.

Dated:

Plan #

Dated: 21/9/20

S/S/19/20

21

21/9/20



Proprietor

No. Ref.	Item description	Unit	Rate	Quantity	Amount
9	PROVIDING AND LAYING 6MM THICK WHITE / COLORED POCELEIN TILES GLAZED / MATT NOT EXCEEDING. 2' X 2' LAID ON FINE DRESSED SURFACE WITHOUT SINKING. LAID OVER 1" THICK CEMENT MORTAR OF RATIO 1:2, AND IN DADOS & SKIRTING LAID OVER 1/2" THICK BASE OF CEMENT MORTAR. SETTING TILES IN SLURRY OF GREY CEMENT, JOINTING AND WASHING THE TILES WITH WHITE / COLORED CEMENT SLURRY ALL AS SPECIFIED OR USE OF BOND MORTAR INSTEAD OF CEMENT MORTAR WHICH EVER REQUIRED.	PER/SQM	5000	18.00	90000
10	PREPARE SURFACE AND APPLYING 02 COATS OF DISTEMPER OF APPROVED MAKE AND SHADE INCLUDING SCRAPING SAND PAPERING DUSTING AND FILLING THE HOLES AND CRACKS AND INEQUALITIES IF ANY AT ANY HEIGHT ANY FLOOR J/C REMOVING RUBBISH ETC OUTSIDE K.P.T. LIMIT.	PER/SQM	250	575.00	141625
11	PREPARE SURFACE AND APPLYING 2X COATS OF PLASTIC EMULSION PAINT APPROVED MAKE AND SHADE INCLUDING SCRAPING SAND PAPERING DUSTING AND FILLING THE HOLES, CRACKS AND INEQUALITIES WITH WALL PUTTY AT ANY HEIGHT AND AT ANY FLOOR J/C. REMOVING RUBBISH ETC., OUTSIDE K.P.T. LIMIT. (MASONRY)	PER/SQM	210	510.00	107100
12	PREPARE SURFACE AND APPLYING 2X COATS OF ENAMEL PAINT APPROVED MAKE AND SHADE INCLUDING SCRAPING SAND PAPERING DUSTING AND FILLING THE HOLES, CRACKS AND INEQUALITIES IF ANY WITH WALL PUTTY AT ANY HEIGHT AND AT ANY FLOOR J/C. REMOVING RUBBISH ETC., OUTSIDE K.P.T. LIMIT.	PER/SQM	350	320.00	112000
13	PREPARE SURFACE AND APPLYING 2X COATS OF WEATHER SHIELD PAINT APPROVED MAKE AND SHADE INCLUDING SCRAPING SAND PAPERING DUSTING AND FILLING THE HOLES, CRACKS AND INEQUALITIES. IF ANY WITH WALL PUTTY AT ANY HEIGHT AND IN ANY FLOOR J/C. REMOVING RUBBISH ETC.	PER/SQM	350	475.00	166250
14	GRINDING / POLISHING OF EXISTING MARBLE/ MOSAIC FLOOR & DADO USING MECHANICAL MEANS ALL AS SPECIFIED AND DIRECTED BY ENGINEER IN CHARGE.	PER/SQM	250	575.00	142750
15	PROVIDING AND LAYING 50 MM (2") THICK 1:4:8 CEMENT CONCRETE BED WITH CEMENT SLURRY OF USING GRADED BALLAST 50 MM (2") AND DOWN GAUGE IN FOUNDATION ABOVE TIDAL LEVEL INCLUDING LEVELING, COMPACTING AND CURING ETC., COMPLETE IN ALL RESPECT.	PER/SQM	500	385.00	192500
16	PREPARING SURFACE AND APPLYING WATER PROOFING 10 OZ / SFT MEMBRANE OF POLYMER BASE PROVIDED WITH DRYVERED	PER/SQM	255.00	255.00	225500

REPAIR AND RENOVATION WORK AT FIRE STATION M.I. YARD WEST WHARF.

7-28115

19/12/2023

Plan #
Dated: 19/12/2023



No. Ref.	Item description	Unit	Rate	Quantity	Amount
24	PROVIDING AND FIXING OF CHROMIUM PLATED / COATED BEST QUALITY OF APPROVED MAKE AND QUALITY (MASTER OR EQUIVALENT) BASIN MIXER (ECONOMY MODEL) FIXED COMPLETE INCLUDING THE COST OF STAINLESS STEEL PIPE NIPPLE ALL AS SPECIFIED AND DIRECTED.	EACH	5050	3.00	15000
25	PROVIDING AND FIXING OF CHROMIUM PLATED / COATED BEST QUALITY OF APPROVED MAKE AND QUALITY (MASTER OR EQUIVALENT) SINGLE / DOUBLE BIB COCK (ECONOMY MODEL) FIXED COMPLETE INCLUDING THE COST OF STAINLESS STEEL PIPE NIPPLE ALL AS SPECIFIED AND DIRECTED.	EACH	1500	2.00	2600
26	PROVIDING AND FIXING OF FRESH WATER 1.5" CPVC PIPE LINE INCLUDING EXCAVATION / CUTTING OF WALL, GROUND ETC AND FIXING WITH ALL ACCESSORIES LIKE T, BENDS, SOCKETS, ELBOWS, Y, UNIONS ETC COMPLETE AND USE OF ADHESIVEBOND. ALL OF BEST/ APPROVED QUALITY AND MAKE INCLUDING COST OF GOODS AND MAKING THE DISTURB SURFACES ON LIKE TO LIKE BASIS, FIXED AT ANY HEIGHT ANY SURFACE.	PER/MTR	714.53	15.00	10717.5
27	PROVIDING AND FIXING P OR S TYPE FLOOR TRAP 4" DIA INLET AND OUTLET OF UPVC MAKE EMBEDDED IN CC 1:2:4 CONCRETE BED INCLUDING STAINLESS / PLASTIC GRATING 6" X 6" OF 6" DIA MAKING CONNECTION WITH SEWERAGE MAIN ETC ALL AS SPECIFIED AND DIRECTED.	EACH	1200	2.00	2400
28	PROVIDING AND FIXING OF APPROVED QUALITY / MAKE (MASTER OR EQUIVALENT) 07 PIECES BATH ACCESSORIES SET (ECONOMY MODEL) FIXED COMPLETE.	EACH	10000	1.00	10000

TOTAL : 3488648 5488647.9
 ADD 5% CONTINGENCIES 174432 0174432.3
 NET TOTAL 3663080 3663080.
 ADD 13% S.R.B 476200 476200.44
 GRAND TOTAL 4159280 4159280.44

AL ENGINEERING CONSTRUCTION CO.

Proprietor

4159280.79

RS. 4139280.79

28/12/23

**MINUTES OF THE MEETING OF THE DEPARTMENTAL TENDER COMMITTEE
HELD ON 10-10-2023 IN THE OFFICE OF CHIEF ENGINEER, ENGINEERING
DEPARTMENT, K.P.T.**

**NAME OF WORK: REPAIR / RENOVATION WORK AT FIRE STATION M.L. YARD
WEST WHARF.**

INTRODUCTION:

1. The Port Fire Station is located at West Wharf, same was constructed about 60 years back, due to old age structure. The spalling in structure have been occurred (photos attached), additionally R.C.C Structure in very dangerous condition, same needs to be demolished and other Building structures shall be repair for uplifting of structural strength and renovation of Buildings. Accordingly AXEN (MIY) has surveyed the Fire Station and prepared an estimate amounting to Rs.4,860,913.09 (including Taxes and Contingencies) alongwith plan placed at (F/A), to attend the work through out-sourcing, as the same is beyond the limits of in-house arrangements.
2. Tenders for the work were therefore, invited under 36 (a) of PPRA Rules from Contractors through Press, KPT / MoMA & PPRA Website and received on 25-09-2023.

PARTICULAR

- | | |
|---|---|
| a) Authority of Sanction. | KPT Board |
| b) Budget Provision figures. | Rs. 80,500,000.00 |
| c) Estimated Cost | Rs.4,860,913.09 |
| d) Debit Head | The cost of work will be debited to "Outside Repairs & Maint Cost", Account Code 08083088-082181 (Water Supply Sewerage / Fire & Other Works) wherein an amount of Rs.46,500,00.00 have been proposed in the budget of 2023-24. |
| e) Date on which Tender was Published on Press and display on KPT, MoMA & PPRA Websites | 08-09-2023
08-09-2023 |
| f) Date of opening of Tenders. | 25-09-2023 |
| g) Total No. of Tenders Sold. | Not known (Uploaded from Websites) |
| h) Total No. of Tenders received. | 06 Nos. |
| i) Date when Departmental Tender Committee meeting held. | 10-10-2023 |
| j) Detail of offers received. | |

<u>S.No.</u>	<u>Name of Tenderers</u>	<u>Announced Bid Amount Including 5% Contingencies</u>	<u>Corrected Bid Amount Including 5% Contingencies</u>
1.	M/s. AA Engineering Construction Co.	Rs. 4,139,280.79	Rs. 4,139,280.79 (14.85% Below)
2.	M/s. Mehtab Traders	Rs. 4,431,992.78	Rs. 4,431,992.78 (8.82% Below)
3.	M/s. United Switchgear Co. (Pvt.) Ltd.	Rs. 4,553,075.10	Rs. 4,553,075.10 (6.33% Below)
4.	M/s. SAK Contractor	Rs. 4,640,027.75	Rs. 4,640,027.75 (4.54% Below)
5.	M/s. Rehman Construction Co	Rs. 4,698,625.42	Rs. 4,698,625.42 (3.34% Below)
6.	M/s. Sun- Tech International	Rs. 4,705,131.01	Rs. 4,705,131.01 (3.20% Below)

- k) Position of offer recommended for acceptance as compared with other offers Lowest Evaluated Bid

l) Validity period of the offers.

180 Days expiring on 22-03-2024 ✓

m) Past performance of the tenderer recommended and how they behaved in the past.

M/s. AA Engineering Construction Co. is registered in C-5 Category with Pakistan Engineering Council. They have participated for the first time in KPI. therefore the profile of firm is attached.

RECOMMENDATIONS

The Lowest Evaluated / Most Advantageous Bid amounting to Rs. 4,139,280.79 (Rupees: Four Million One Hundred Thirty Nine Thousand Two Hundred Eighty & Seventy Nine Paise Only) received in accordance under Clause PPRA Rule 36 (a) from M/s. AA Engineering Construction Co. which is 14.85% below the corresponding estimated cost of Rs. 4,860,913.09 based on current market rates is considered reasonable. However, the Bidder have not written their BOQ prices in word whereas the grand total amount is written in words in Letter of Acceptance (LOA) in word. Keeping in view of their past performance as mentioned in Para-2 (m) M/s. AA Engineering Construction Co. is considered capable for carrying out the work viz. "REPAIR / RENOVATION WORK AT FIRE STATION M.L. YARD WEST WHARF".

The Committee therefore, recommends the acceptance of the Lowest Evaluated / Most Advantageous Bid amounting to Rs. 4,139,280.79 (Rupees: Four Million One Hundred Thirty Nine Thousand Two Hundred Eighty & Seventy Nine Paise Only) received from M/s. AA Engineering Construction Co. is considered reasonable for the work viz. "REPAIR / RENOVATION WORK AT FIRE STATION M.L. YARD WEST WHARF".


CHIEF ENGINEER
MEMBER


MANAGER FINANCE
MEMBER


DIRECTOR PORT INTELLIGENCE
MEMBER


GENERAL MANAGER (CW)
CONVENOR



REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF



ISLAMIC REPUBLIC OF
PAKISTAN

KARACHI PORT TRUST (KPT)

REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

BID DOCUMENT

SINGLE STAGE SINGLE
ENVELOPE

(UNDER PPRA Rule 36 (a)
2020)



September-2023

REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

BID DOCUMENTS FOR

REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

SINGLE STAGE

SINGLE ENVELOPE

(UNDER PPRA Rule 36

(a) 2020)

- 1) INVITATION FOR BID
- 2) INSTRUCTION TO BIDDERS
- 3) BIDDING DATA
- 4) FORM OF BID & SCHEDULES TO BID
- 5) CONDITIONS OF CONTRACT & CONTRACT DATA
- 6) STANDARD FORMS
- 7) SPECIFICATIONS
- 8) DRAWINGS



M. J. Al
M.J. ENGINEERING CORPORATION
Prop.

M. J. Al
Prop.

REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

INSTRUCTIONS TO BIDDERS

<i>Clause No.</i>	<i>Description</i>	<i>Page No.</i>
A. GENERAL		
IB.1	Scope of Bid & Source of Funds	
IB.2	Eligible Bidders	
IB.3	Cost of Bidding	
B. BIDDING DOCUMENTS		
IB.4	Contents of Bidding Documents	
IB.5	Clarification of Bidding Documents	
IB.6	Amendment of Bidding Documents	
C- PREPARATION OF BID		
IB.7	Language of Bid	
IB.8	Documents Comprising the Bid	
IB.9	Sufficiency of Bid	
IB.10	Bid Prices, Currency of Bid & Payment	
IB.11	Documents Establishing Bidder's Eligibility	
IB.12	Documents Establishing Works	
IB.13	Conformity to Bidding Documents	
IB.14	Bidding Security	
IB.15	Validity of Bids, Format, Signing and Submission of Bid	
D-SUBMISSION OF BID		
IB.16	Deadline for Submission, Modification & Withdrawal of Bids	
E. BID OPENING AND EVALUATION		
IB.17	Bid Opening, Clarification and Evaluation	
IB.18	Process to be Confidential	
F. AWARD OF CONTRACT		
IB.19	Qualification	
IB.20	Award Criteria & Employers Right	
IB.21	Notification of Award & Signing of Contract Agreement	
IB.22	Performance Security Integrity Pact	



Proprietor

2/11/2012

2/11/2012

REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called "the Employer") 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.

Source of Funds

The Employer has arranged funds from its own sources. [or any other source which may be indicated accordingly]

IB.2 Eligible Bidders

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

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.
- b) duly pre-qualified/enlisted with the Employer.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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 IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact

- 3. Conditions of Contract & Contract Data
- 4. 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
- 5. Specifications
- 6. Drawings, if any

IB.5 Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.

The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to deadline for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

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

Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 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 Employer.

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

C. PREPARATION

OF BIDS

Language of Bid

7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer



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REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

shall be written in the English language, provided that any printed literature furnished by the

bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following components:

- (a) Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with Sub- Clause IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
- (d) Bid Security furnished in accordance with Clause IB.13.
- (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
- (f) Documentary evidence in accordance with Clause IB.11
- (g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices 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 things 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 execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.

Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.

The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

All Schedules to Bid are to be properly completed and signed.

No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these



AA ENGINEERING CONSTRUCTION
PRO.

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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

instructions be not fully complied with, the bid may be rejected. Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

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

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

Any bid received by the Employer 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 Employer 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 Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.

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

Any Bid Price or discount which is not read out and recorded at



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REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

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/Employer 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.

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

(b) 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 Employer 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.

Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to

16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be



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REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) 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 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.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

Evaluated Bid Price

In evaluating the bids, the Engineer/Employer 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:

- (ii) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (iii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iv) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (v) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance
The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Engineer/Employer.
- (ii) Price Adjustment for Commercial Compliance



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in

Terms of Payments Refer to Bidding

Data

IB.17 Process to be Confidential

Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to 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 Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

Provided that such qualification shall only be laid down after recording reasons there for in writing. They shall form part of the records of that bid evaluation report.



M.A. ENGINEERING CONSTRUCTION

Proprietor

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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

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

IB.19 Award Criteria & Employer's Right

Subject to Sub-Clause IB.19.2, the Employer will 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 Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.

Notwithstanding Sub-Clause IB.19.1, the Employer 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 Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer'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 the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.



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MANS ENGINEERING CONSTRUCTIONAL
Proprietor

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REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

Failure of the successful bidder to comply with the requirements of Sub- Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

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REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

BIDDING DATA

The following specific data for the Works to be bidden shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instruction to Bidders, Clause Reference	Bidding Data
IB-1 1.1	Name and Address of the Employer: Chief Engineer, Karachi Port Trust, Eduljee Dinshaw Road Karachi, 74000, Pakistan, Karachi., mgf.entr@kpt.gov.pk 922199214318, Ext. 2211
1.1	Scope of Bid Name of Project: <u>REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF</u> (a) DISMANTILING AND DEMOLITION/CHISELING OVERHEAD WATERTANK (b) PROVIDING AND LAYING 50MM THICK 1:3:6 CEMENT CONCRETE (c) PREPARE SURFACE AND APPLY WATER PROOFING (d) REPAIRING OF DAMAGED ROOF CEILING BEAMS COLUMN CHAJJA ETC (e) PROVIDING AND LAYING PORCELAIN TILES. (f) PROVIDING AND FIXING PARTAL WOOD DOORS (g) APPLYING DISTEMPER OIL PAINT AND WEATHER SHIELD PAINT. (h) PROVIDING AND FIXING FIBER FALSE CEILING.
1.2	Source of Funds: KPT (Self-Financed).
IB-2 3.1	Eligible Bidders: The intending Bidders must be registered with Pakistan Engineering Council in Category C-06 and above, valid on the date of opening of Bidding. <ul style="list-style-type: none"> (a) Copy of latest Valid NTN, SRB Certificates (b) Copy of Online Tax verification (Fresh copy of ATL) (c) Updated Company Profile for those who participating first time in KPT (d) Copy of Valid PEC Registration Certificate (e) Affidavit, that the firm is not defaulter in Income tax department nor blacklisted by any Organization (f) <ul style="list-style-type: none"> (i) In-case of companies and firms, last three years Audited Financial Statement are to be provided showing minimum average turnover of Rs. 2.5 Million. (g) In-case of Individual/Sole Proprietors, last three years returns filed with FBR are to be provided showing minimum turnover of Rs. 2.5 million on average for three years
IB-3	Cost of Bidding: Cost of Bidding Document is Rs. 3000/=
IB-5	Clarification of Bidding Documents:

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 ENGINEERING CONSTRUCTION CO.
 Proprietor



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

5.1 5.2	Time Limit for Clarifications is 10 days prior to the deadline for submission of bid and after that time limit the Employer will not entertain any clarification/query etc what so ever in nature.
IB-6	Amendment of Bidding Documents: Bidders are not allowed to amend the issued Bidding Documents, however if employers intend to amend the any clause of Bidding Document under GC of 6.2
IB-7 7.1	Language of Bid: English
IB-8 8.1	Documents Accompanying the Bid: Bids are invited under PPRA rule 36 (a) under Single Stage Single envelope, wherein "The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid. both envelopes enclosed together in an outer single envelope.
8.1a	The Technical Bid shall comprise the following: <ul style="list-style-type: none"> (a) Covering Letter (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3. (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3. (d) Bid Security furnished in accordance with Clause IB.13. (e) Power of Attorney in accordance with Sub-Clause IB 14.5. (f) Documentary evidence in accordance with Clause IB.11 (g) Documentary evidence in accordance with Clause IB.12.
IB-10 10.1	Bid Prices: Add the following paragraphs: <ul style="list-style-type: none"> a) The Bidder, by the act of submitting a bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the bidder may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Engineer before, during or after the execution of the Contract, shall effect or modify any of the terms or obligations contained in the Contract. b) The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing from local market. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his bid for all delays, additional costs and financing charges that may arise directly or indirectly there from. c) Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the works d) The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described

M. Khan

PROPERTY
M.I. YARDS WEST WHARF



M. Khan

REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

	there under and shall be deemed to include all costs of performing the Works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.
IB-10 10.3	Currencies of Bid and Payment: The unit rates and prices shall be quoted by the bidder entirely in Pak rupees.
IB-13 13.1	Amount of Bid Security: Rs. 200,000/= (Two Hundred Thousand Only) Period of Bid Validity is 180 days after the date of bid opening.
13.1	The Bid Security shall be in the form of Bank Pay Order Scheduled Bank, in favor of the Chief Accounts Officer KPT , valid for a period of 28 days beyond the bid Validity date. The bid Security (original) should be submitted with the Technical Bid and its copy (ies) should be submitted with Price Bid.
IB-14	Validity of Bids: Period of Bid Validity is 180 days after the date of bid opening. Format and Signing of Bid: The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described and clearly mark it "ORIGINAL TECHNICAL BID" and "ORIGINAL - PRICE BID". Bidders are particularly directed that the amount entered on the Form of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
14.5	The original and all copies of the Bid shall be typed or written in indelible ink except Price Bid which shall be hand written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified below and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) Power of Attorney on Judicial Paper of Rs. 100 duly attested by Notary Public; and (b) No JV is allowed; (c) No any person other than the authorized representative is allowed to conduct business during bidding process including correspondence, clarification etc for and on behalf of bidder and in the event of award of the Contract during contract execution, (d) The Employer will not entertain any correspondence/clarification/query from unauthorized representative whosoever during and after bidding process.
	Format and Signing of Bid: Number of copies of the bid to be completed and returned: Original (Technical & Financial Proposal) of Bidding Document



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

IB-15	<p>Deadline for submission, Modification and Withdrawal of Bids Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:</p> <p>Sealing & Marking of Bids: Bidders submitting bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set.</p> <p>Both Technical and Financial proposals will be opened on same date and time as per PPRA 36 (a) 2020/2004</p>
IB-16	<p>Bid Opening and Evaluation</p>
IB-16.4 (b)	<p>The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.</p>
16.8	<p>All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the Bid Prices, including any discounts and alternative offers if permitted; and (d) any other details as the Employer may consider appropriate. <p>Only Price Bids and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the time of opening of Price Bids.</p>
	<p>Venue time and date of Bid opening: The Employer shall open the Both Technical and Financial proposals will be opened on same date and time as per PPRA 36 (a) 2020/2004 in public at the address, date and time specified in the Invitation for bids in the presence of Bidders' designated representatives and anyone who choose to attend.</p>
	<p>At the end of the evaluation of the Technical Bids and Financial Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and Financial Proposals and who have been determined as being qualified in Technical and Lowest in Financial for award of work.</p>
	<p>Add following Sub-Clauses The Employer will notify bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Bid Securities after selection/Appointment of Lowest Bidder by Board of Trustees of KPT and uploading of Evaluation Report on PPRA web site.</p>
IB-17 17.1	<p>Process to be Confidential</p>

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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

	<p>Add the following sub-para: Documents submitted by Bidders in connection with the Bid for above named Works will be treated as confidential and will not be returned.</p>
IB-19	<p>Award Criteria & Employers Right Add following paragraph at the end of IB 19.2 The Employer shall examine the Technical Bid and Financial Bids to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted. The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <ol style="list-style-type: none">i. Letter of Technical Bid;ii. written confirmation of authorization to commit the Bidder;iii. Bid Security, if applicable; andiv. Technical Proposal in accordance with IB 11
	<p>Examination of Bids and Determination of Responsiveness The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in above. A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation. The Employer shall examine the technical aspects of the Bid submitted in accordance with Bidding Document, Technical Proposal, in particular, to confirm that all requirements of Works and Bidding Documents have been met without any material deviation. Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission. Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. Provided that a Technical Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Evaluation and Qualification Criteria. The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Evaluation and Qualification Criteria. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder. An affirmative determination shall be a prerequisite for the opening and</p>

S. Chow

M.I. ENGINEERING CONSULTANTS

Proprietor

J. H. ...



REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

	evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
IB-21 21	<p>Performance Security If the successful bidder failed to submit Performance Security of increased amount within fourteen days of demand by the Employer, his bid shall be cancelled and his bid security shall be forfeited.</p> <p>A bid with highly inflated or unworkable rates of any BOQ items may be considered non-conforming and rejected. The Employer may also disqualify such bidder from participating in the subsequent bids who submits such unbalanced and/or unworkable rates of major items of work.</p>
IB-20 20.1	<p>Notification of Award & Signing of Contract Agreement The Employer does not bind himself to award the Contract to the lowest or to any Bidder, but will take into careful consideration the bidders prices and such other factors as are deemed applicable.</p>
IB-21.1	<p>Performance Security: The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of Pay Order in favour of Chief Account Officer KPT valid for a period 28 days after the issue of defect liability certificate.</p>
IB-22	<p>Integrity Pact: Deleted</p>
Time Period for completion: 04 Months	



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

FORM OF BID AND SCHEDULES TO BID

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ALL INFORMATION ON THIS DOCUMENT IS UNCLASSIFIED
DATE 11/11/03 BY 60322 UCBAW/STW

Proprietary



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. REPAIR/MAINT. WORK
M.I. YARDS WEST WHARF

(Name of Works)

To:

M. H. ENGINEERING CONSTRUCTION
M.I. YARDS

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address M. H. ENGINEERING CONSTRUCTION
M.I. YARDS - KARACHI and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs 4,37,200/20 (Rupees Four Million One Hundred Thirty Seven Thousand Two Hundred or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Two Hundred
Thousand Rupees (200,000/-) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this 25th day of Sep., 2023

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

J.P. ENGINEERING CONSTRUCTION Co.

Witness:

(Signature) _____

Name: _____

Address:



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

11/11/20



2/11/20

SCHEDULE - A TO BID

SCHEDULE OF PRICES

<u>Sr. No.</u>		<u>Page No.</u>
1.	Preamble to Schedule of Prices	
2.	Schedule of Prices	
	* (a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices	

* [To be prepared by the Engineer/Employer]



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ENGINEERING CONSTRUCTION CO.
Proprietor

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Units (SI Units).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.



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M.I. YARDS WEST WHARF
Proprietor

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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Employer may modify as appropriate)

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.



6. Provisional Sums

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilise such sums.

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REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

SCHEDULE - A TO BID

SCHEDULE OF PRICES - SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs)
1		
Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).		



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REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

SCHEDULE - A TO BID

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate (Rs)	Total Amount (Rs)
1.				
Total (to be carried to Summary of Bid Price)				



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Employer)

Not Applicable

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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

SCHEDULE - C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

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M.J. ENGINEERING CONSTRUCTION
Proprietor

REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

SCHEDULE - D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

Mhas



Mhas
M.I. ENGINEERING CONSTRUCTION CO.
Proprietor

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

1 Aug 20



Almas
M.I. YARDS WEST WHARF
REPAIR...

(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

Deleted

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Supplier] 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, [name of Supplier] 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.

[name of Supplier] 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.

[name of Supplier] 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, [name of Supplier] 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 [name of Supplier] 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.

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

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REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

CONDITIONS OF CONTRACT

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A.A. ENGINEERING CONSTRUCTION CO.

Proprietor

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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Employer's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Employer's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 "Party" means either the Employer or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things.



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.



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REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

2. THE EMPLOYER

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 Permits etc.

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Employer's Instructions

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorised Person

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Employer's Representative

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 **Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having atleast AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. **EMPLOYER'S RISKS**

6.1 **The Employer's Risks**

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's;



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personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. **TIME FOR COMPLETION**

7.1 **Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 **Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and

the Employer shall extend the Time for Completion as determined.



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8 **TAKING-OVER**

8.1 **Completion**

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9 **REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10 **VARIATIONS AND CLAIMS**

10.1 **Right to Vary**



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Employer an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT



M.I.J. ENGINEERING CONSTRUCTION LTD
Proprietor

11/11/11

REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 **Final Payment**



M.I. ENGINEERING DEPT.

Proposed

11/12/20

REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,



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REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.)

**Sub-Clauses of
Conditions of Contract**

1.1.4 The Employer means

- (a) (i) The Employer is
Board of Trustees of the Port of Karachi,
Head office Building
Edujee Dinshaw Road
P.O. Box 4725
Karachi, 74000, Pakistan,
Telephone +92-21-921-4312

- (a) (iv) The Engineer: Chief Engineer KPT

1.1.5 The Contractor means: To be filled after award

- 1.1.7 Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion 04 Months

1.1.20 Engineer

"Engineer-In-charge" means the same as The Engineer.

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
(b) Letter of Acceptance
(c) The completed Form of Bid
(d) Contract Data
(e) Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications

2.1 Provision of Site: On the Commencement Date*

3.1 Authorised person : "Engineer's Representative" means the Executive Engineer (N)



Signature
MJ ENGINEERING CONSTRUCTION CO.
Proprietor

REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

3.2 Name and address of Engineer's/Employer's representative

Chief Engineer KPT
Head office Building
Edujje Dinshaw Road
P.O. Box 4725
Karachi, 74000, Pakistan,
Telephone +92-21-921-4312

4.4 Performance Security:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% (Ten percent) of the Contract Price stated in the Letter of Acceptance. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

5.1 Requirements for Contractor's design (if any):

Specification Clause No's _____

7.2 Programme:

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of programme: _____ (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete the work within time period otherwise L.D shall be imposed maximum of (10%) * of sum stated in the Letter of Acceptance

9.1 Period for remedying defects

12 Months

10.2 (e) Variation procedure:

The procedure for Variation is as per standard PEC latest formula

The approval / finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down progress of the works in awaiting the approval of rates of all variations.

11.1 *(a) Terms of Payments

Payment of Contract Price shall be made in the as per Running Bill submitted

11.3 Percentage of retention: five (5%)

11.6 Currency of payment: Pak. Rupees

14.1 Insurances:

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost



AA ENGINEERING CONSULTANTS PVT. LTD.

Proprietor

12/11/23

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* (Employer to amend as appropriate)

Type of cover

Third Party-injury to persons and damage to property

15% of contract price

14.2 Amount to be recovered

Premium plus 05 % percent (___ %).

15.3 Arbitration

Place of Arbitration: Karachi

* (Employer to specify as appropriate)



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M.I. ENGINEERING DEPARTMENT
E: 100-14-104

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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).



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REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Bid Reference _____

**Bid Security in the form of
Pay Order only**

No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or



REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____



Corporate Guarantor (Seal)

REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance

Performance Security in the form
of Pay Order only

No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition



REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)




M.I ENGINEERING CONSTRUCTION CO.
Proprietor

REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer 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 Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
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 and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer 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.



[Handwritten signature]

Executive Engineer

Proprietor

[Handwritten signature]

REPAIR AND RENOVATION WORK AT FIRE STATION M.I YARDS WEST WHARF

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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



Handwritten signature in blue ink above a blue stamp that reads "MOUNTAIN CONSTRUCTION CO. ENGINEER".

Handwritten signature in blue ink.

REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARF

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

WHEREAS the _____ (hereinafter called the Employer) has entered into a Contract for _____

_____ (Particulars of Contract), with

~~Deleted~~

_____ (hereinafter called the Contractor).

AND WHEREAS the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. _____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.



REPAIR AND RENOVATON WORK AT FIRE STATION M.I YARDS WEST WHARE

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