



Gateway to National Prosperity

## PORT QASIM AUTHORITY BIN QASIM, KARACHI-75020

### NOTICE INVITING TENDER

1. Port Qasim Authority invites sealed tender from the Contractors / firms (a) registered with Pakistan Engineering Council (PEC) in Category C-06 or above also registered with PEC Specialization code EE11 (Weigh Stations) & ME-07 valid upto June, 2025 (b) registered with Income Tax department under FBR and on active Tax payer list (ATL) and Sindh Revenue Board (SRB), (c) registered with e-PADS platform of PPRA, (d) registered with Weights & Measures Department Government of Sindh in relevant category, having sufficient experience in the relevant field for the work mentioned here under:-

Tender No.	Name of work	Annual Contract Ceiling	Earnest Money in shape of pay order in favour of PQA	Tender fee by Pay Order (Non-Refundable) in favour of PQA	Contract Period	Bid submission & opening date
184	Annual Running Repair & Maintenance Contract for PQA Road Weighbridges No.01 to 05.	Rs. 16.3 Million	Rs.400,000/= (Refundable)	Rs. 4,000/=	12 Months	19.02.25

2. Bidding documents containing detailed terms & conditions are available for the interested bidders / firms at the office of Director (M&E), Port Qasim Authority PQA, Bin Qasim, Karachi. The documents shall be provided upon payment of a non-refundable bid documents price of Rs.4,000/= (Rupees. four thousand only), in the shape of pay order issued by any scheduled bank of Pakistan having "AA" rating located in Karachi. Tender documents can be obtained in any working day during office hours 09:00 AM to 04:00 PM (Monday to Friday) from Director (M&E) office. Bidding documents can be downloaded from PQA / PPRA websites. The bidders are required to submit their bids on e-PADS also.

3. Bids must be submitted in a single stage two envelope procedure under rule 36(b) of PPRA-2004 containing two separate sealed envelopes one for Technical proposal and other for Financial proposal. The earnest money of Rs.400,000/- in shape of pay-order or Bank Guarantee in favor of Port Qasim Authority issued by a schedule Bank of Pakistan located in Karachi having AA rating must be enclosed with the Technical proposal envelope. Bids be submitted in the office of Director (M&E) by 11.30 hours on or before the date intimated above. The bidders will have to submit their bids through e-PADS also.

4. Technical Proposal and Financial Proposal (both envelopes) covered in a single envelope are to be submitted in the office of Director (M&E) on or before at 1145 hours on Bid submission date. Technical proposals only shall be opened on the same date at 1200 hours in the presence of those Bidders who may wish to be present.

5. Financial proposal of technically qualified bidders / firms shall be opened in the presence of bidders or their authorized representatives who may wish to attend. The date, time & venue of opening of financial proposals shall be intimated later. The financial proposal of technically non-qualified bidders shall be returned unopened.

6. In case of holiday falling on the date of submission/opening of tender, the same will be opened on the next working day at the same time.

7. Partial and incomplete Bids shall not be considered.

8. Port Qasim Authority reserves the right to accept or reject any or all bids as per PPRA-2004 and no claim whatsoever shall be entertained in this regard. Authority's decision in this respect shall be final and binding upon all bidders / firms.

  
(Shanawaz Mangrio)  
Secretary



**NBP** National Bank of Pakistan  
 نیشنل بینک آف پاکستان

**NATIONAL BANK OF PAKISTAN**  
 0279-PORT QASIM BRANCH  
 PORT BIN QASIM-KARACHI

A/C Payee

Cheque No. 59809134

Date 22/Jan/2025

**Public Procurement Regulatory Authority (PPRA)**

Pay \_\_\_\_\_ or bearer

**\*\* Fifteen Thousand \*\***

Rupees \_\_\_\_\_

PKR #15,000/-

PK33NBPA0279004014907583  
 PORT QASIM AUTHORITY.

Please do not write below this line.

⑈ 59809134 ⑈ 0700279 ⑈ 0279004014907583 ⑈ 000 ⑈

*Director (Finance)*  
*Port Qasim Authority*  
 Signature  
 Director (Finance)  
 Port Qasim Authority



# **PORT QASIM AUTHORITY**

**Ministry of Maritime Affairs  
Government of Pakistan**

**PORT QASIM**

THE GATEWAY TO NATIONAL PROSPERITY

## **TENDER & CONTRACT DOCUMENT**

**FOR**

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**ANNUAL RUNNING REPAIR & MAINTENANCE CONTRACT  
FOR PQA ROAD WEIGHBRIDGES NO.1 TO 5**

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**2025**

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## **INVITATION FOR BID**



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(Shanawaz Mangrio)  
Secretary



## **INSTRUCTIONS TO BIDDERS/TENDERER**

## **INSTRUCTIONS TO BIDDERS/TENDERER**

### **A. GENERAL**

#### **IB.1 Scope of Bid**

- 1.1 The Employer as defined in the Bidding Data hereinafter called "Port Qasim Authority" wishes to receive bids for the work "Annual Running Repair & Maintenance Contract for PQA Road Weighbridges No.1 TO 5" as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

#### **IB.2 Source of Funds**

- 2.1 The Employer has finances for the cost of the project specified in the Bidding Data and for which these Bidding Documents are issued.

#### **IB.3 Eligible Bidders**

- 3.1 This Invitation for Bids is open to firms / companies meeting the requirements. Firms shall have to submit with technical proposal the following:-
  - i) Duly registered by the registered with Pakistan Engineering Council (PEC) in C-6 Category or above, valid up to June, 2025 with specialization code EE11 (Weigh Stations) & ME-07, registered with Weight & Measures Department (Govt. of Sindh) registered with Income Tax Department and on Active Tax payer list (ATL) of Federal Board of Revenue (FBR), registered for purposes of sales tax with Sindh Revenue Board (SBR) and registered with Public Procurement Regulatory Authority (PPRA)'s E-Pak Acquisition & Disposal System (e-PADS).
  - ii) Proof of at least 3 years & above relevant experience in this field.
- 3.2 In case the bidders/contracts consist of a Joint Venture of more than one entity then each member of the Joint Venture will be jointly and severally bound to the Employer for fulfillment of the terms of the tenders/contract and the Joint Venture shall designate one member to act as leader of the Joint Venture for purpose of representing the Joint Venture.

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

- 4.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.

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

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

## **IB.6 Site Visit**

6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for the works. All cost in this respect shall be at the bidder's own expense.

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

## **B. BIDDING DOCUMENTS**

### **IB.7 Contents of Bidding Documents**

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

#### **a). Technical Proposal**

1. Bidding Data
2. General Conditions of Contract (GCC).
3. Contract Data.
4. Specifications.
5. Form of Bid & Appendices to Bid.
6. Form of Bid Security.
7. Form of Contract Agreement.
8. Forms of Performance Security

#### **b). Financial Proposal**

##### Bill of Quantities

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.25, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

## **IB.8 Clarification of Bidding Documents**

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer / Engineer in writing at the Employer's address as below:-

Director (M&E)  
Mechanical & Electrical Department  
Port Qasim Authority, Port Qasim  
Karachi, Pakistan  
Phone: +92-21-99272183  
E-mail: [secretary@portqasim.org.com](mailto:secretary@portqasim.org.com)

The Employer / Engineer will respond to any request for clarification which he receives earlier than 07 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

## **IB.9 Amendment of Bidding Documents**

- 9.1 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.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 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.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may at his discretion extend the deadline for submission of bids in accordance with Clause IB.19

## **C. PREPARATION OF BIDS**

### **IB.10 Language of Bid**

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

## **IB.11 Documents Accompanying the Bid**

### 11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) 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
- (c) 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.
- (d) 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.
- (e) Furnish a technical proposal taking into account the various Appendices to Bid and other pertinent information such as mobilization programme etc. The technical proposals shall not indicate the bid price.
- (f) Furnish a financial proposal as per Bill of Quantities.

11.2 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

## **IB.12 Bid Prices**

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 14 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

## **IB.13 Currencies of Bid and Payment**

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees only.

#### **IB.14 Bid Validity**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

#### **IB.15 Bid Security**

- 15.1 Each bidder shall furnish Rs. 330,000/= bid Security as earnest money in the shape of Pay Order/Bank Guarantee from scheduled bank of Pakistan , Karachi based branch from "AA" rating in favour of Port Qasim Authority to be submitted alongwith Technical Proposal.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Pay Order or Bank Guarantee issued by a Scheduled Bank of Pakistan having "AA" rating in favour of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity or award of contract whichever is earlier.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
  - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security; or
    - (ii) sign the Contract Agreement.

## **IB.16 Pre-Bid Meeting**

- 16.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 16.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 16.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 16.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **IB.17 Format and Signing of Bid**

- 17.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 17.2 All appendices to Bid are to be properly completed, signed and stamped.
- 17.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 17.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and one (1) copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 17.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the tender / bid.

- 17.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- 17.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

#### **D. SUBMISSION OF BIDS**

##### **IB.18 Sealing and Marking of Bids**

- 18.1 The completed Tender marked as 'Original' and one copy are to be inserted in double self-addressed envelope and delivered in person or sent by Registered Air mail / courier so as to reach the:

Director (M&E)  
Port Qasim Authority,  
P.O. Port Qasim  
Bin Qasim Karachi – 75020  
Pakistan  
Phone: +92-21-99272183

- 18.2 The inner envelope is to bear the name and address of the Tenderer and is to be sealed and inscribed as follow:

“ANNUAL RUNNING REPAIR & MAINTENANCE CONTRACT FOR PQA  
ROAD WEIGHBRIDGES NO.1 TO 5”

- 18.3 The ORIGINAL and copy of the completed Tender Set including Appendices and supplementary information and the Tender Bond must reach the Director (M&E) Port Qasim Authority, Bin Qasim, Karachi-75020 before the time and date fixed in the Tender Notice for opening of the Tenders. Tenders received after opening of the Tenders will be rejected and returned unopened.
- 18.4 Documents submitted by prospective Tenderers or Contractors in connection with the Tender for above named Works will be treated as confidential and will not be returned.

##### **IB.19 Deadline for Submission of Bids**

- 19.1 (a) Bids must be received by the Employer at the address specified not later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.



- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

19.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **IB.20 Late Bids**

- 20.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.19 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

#### **IB.21 Modification, Substitution and Withdrawal of Bids**

- 21.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 21.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 21.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 21.4 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 in pursuance to Clause IB.15.

### **E. BID OPENING AND EVALUATION**

#### **IB.22 Bid Opening**

- 22.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.21, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.

- 22.2 Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall be returned unopened.
- 22.3 The bidder’s name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 22.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 22.3.

### **IB.23 Process to be Confidential**

- 23.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. 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 and a report giving justification for acceptance / rejections of the bids. Any effort by a bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of such bidder’s bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process. PQA Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

### **IB.24 Clarification of Bids**

- 24.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.26.

### **IB.25 Examination of Bids and Determination of Responsiveness**

- 25.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

- 25.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### **IB.26 Correction of Errors**

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

#### **IB.27 Evaluation and Comparison of Bids**

- 27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.25.
- 27.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.26;
  - (b) making an appropriate adjustment for any other acceptable variation or deviation.

- 27.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 27.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.31 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

## **F. AWARD OF CONTRACT**

### **IB.28 Award**

- 28.1 Subject to Clauses IB.29 and IB.33, 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 eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 28.2.
- 28.2 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 post-qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

### **IB.29 Employer's Right to Accept any Bid and to Reject any or all Bids**

- 29.1 Notwithstanding Clause IB.28, 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 except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

### **IB.30 Notification of Award**

- 30.1 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. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 30.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 30.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 30.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

### **IB.31 Performance Security**

- 31.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the special stipulation Appendix-A to bid and the Conditions of Contract within a period of 7 days after the receipt of Letter of Acceptance.
- 31.2 Bid Security. Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 31.3 The successful Tenderer will be required to furnish a performance Bond in the amount of 10% of the Contract Price mention in the bids at the time of signing the formula Contract Agreement.

### **IB.32 Signing of Contract Agreement**

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

### **IB.33 General Performance of the Bidders**

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

### **IB.34. Integrity Pact**

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-F to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bid non-responsive.

## **G. MISCELLANEOUS**

### **IB.35 Misc. Information**

#### **35.1 Fraud and Corruption**

It is the policy of the PQA to require its staff and its Contractors to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, PQA:

- (a) Defines, for the purposes of this provision, the terms set forth below:
  - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence selection process or the execution of contract;
  - (iii) "Collusive practices" means a scheme or arrangement between two or more contractors with or without the knowledge of PQA, designed to establish prices at artificial, noncompetitive levels and to deprive PQA of the benefits of free and open competition;
  - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- (b) will reject a Bid for award if it determines that the contractor recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, elusive or coercive practices in competing for the contract in question;
- (c) will sanction contractor, including declaring the contractor ineligible, either indefinitely or for a stated period of time, to be awarded a PQA contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices.

### **35.2 Procedures of Open Competitive Bidding**

The following procedures shall be adopted for open competitive Bidding as provided in PPRA Rules 2004, namely:-

#### **single stage – two envelope procedure**

- (i) The Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of Bids shall be opened of the qualified bidders publicly at a time, date and venue announced and communicated to the Bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the Bid validity period, publicly open the financial proposals of the technically accepted Bids only. The financial proposal of Bids found technically non-responsive shall be returned un-opened to the respective Bidders;
- (ix) The Bid found to be the lowest evaluated Bid shall be accepted.

### **35.3 Lowest Evaluated Bid**

Lowest Evaluated Bid means:

- i) A Bid most closely conforming to evaluation criteria and other conditions specified in the Bidding document; and
- ii) Having lowest evaluated cost;



**BIDDING DATA**

## BIDDING DATA

### Instruction to Bidders

#### Clause Reference

1.1	<p><b><u>Name of Employer:</u></b> Port Qasim Authority and represented by Director General (Technical)</p> <p><b><u>Brief Description of Works:</u></b> <b>ANNUAL RUNNING REPAIR &amp; MAINTENANCE CONTRACT FOR PQA ROAD WEIGHBRIDGES NO.1 TO 5</b></p>
3.2	<p><b><u>Joint Venture:</u></b> Joint venture is allowed</p>
8.1	<p><b>(a) <u>Employer's address:</u></b> Director General (Technical), Head Office Building, Port Qasim Authority, Bin Qasim Karachi-75020 Fax. No. 021-34730107 Phone: +92-21-99272150</p> <p><b>(b) <u>Engineer's address:</u></b> Director (M&amp;E), Port Qasim Authority, Tel.No.99272182 Fax: No. 021-34730107</p>
10.1	<p><b><u>Bid Language:</u></b> English</p>
11.1 (b)	<p>The bidder/manufacturer has the financial, technical and production capability necessary to perform the Contract as follows:</p> <ol style="list-style-type: none"> <li>i. Bank certificate for the year 2025</li> <li>ii. CV's of key personal signed by individual,</li> <li>iii. List of completed / ongoing projects and complete technical information</li> </ol>
11.1 (d)	<p>i- A detailed description of the Works, essential technical and performance characteristics.</p> <p>ii- Complete set of technical information, description data, literature and drawings as required in accordance with scope of work &amp; specification data in bill of quantities in the Tender. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics about the works to be performed.</p>
13.1	<p>Bid shall be quoted entirely in Pak Rupees. The payment shall be made in Pak Rupees.</p>
14.1	<p><b><u>Period of Bid Validity</u></b> 180 days</p>
15.1	<p><b><u>Amount of Bid Security / Earnest Money</u></b> Rs.330,000/= of Bid amount in shape of Pay order/ Bank Guarantee in favour of Port Qasim Authority, issued by a schedule Bank of Pakistan Karachi based Branch having AA rating from PACRA / JCR to be submitted along with Technical proposal.</p>

16	<b>Pre Bid meeting deleted</b>
17.4	<b>Number of Copies of the Bid to be Submitted</b> One original plus one copy
18.1	<b>Employer's Address for the Purpose of Bid Submission</b> Office of the Director (M&E), Port Qasim Authority, Karachi.
19.1	<b>Deadline for Submission of Bids</b> As notified in NIT.
22.1	<b>Venue, Time, and Date of Bid Opening</b> As notified in NIT.
25	<b>Responsiveness of Bids</b>  (i) the Bid is valid till required period, (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid) (iii) completion period offered is within specified limits, (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification as per evaluation criteria given with this documents. (v) the Bid does not deviate from basic technical requirements and (vi) the Bids are generally in order, etc.
31.1	<b>Performance Security</b> As per special stipulation (Appendix-A to Bid)

**FORM OF TENDER  
AND  
APPENDICES TO TENDER**

## **FORM OF TENDER**

(To be filed in by Bidder)

Director General (Technical)  
Port Qasim Authority,  
Bin Qasim

Subject:

R/Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices 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 Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of \_\_\_\_\_ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of 180 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 do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

in the capacity of \_\_\_\_\_duly authorized to sign Bids for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address. \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

**Appendix-A to Bid**

**SPECIAL STIPULATIONS  
Clause  
Conditions of Contract**

1.	Amount of Performance Bond	4.4	10% of Contract Price in shape of Bank guarantee/pay order in favour of Port Qasim Authority, issued by a scheduled Bank of Pakistan Karachi based Branch having AA rating from PACRA / JCR Performance bond shall be released after completion of maintenance period.
2.	Time for Furnishing Programme	7.2	14 days from the date of receipt of Letter of Acceptance.
3.	Minimum amount of Third Party Insurance	14.1	Rs. 300,000/=
4.	Submission of Insurance Policies	14	Insurance policies may be submitted from <b>National Insurance Company Ltd.</b>
5.	Period of Commencement	1.1.7	14 Calendar Days from the Employer's order to commence the work.
6.	Stipulated time of completion Whole of the Works	1.1.9	Contract period 12 months from the date of award. .
7.	Amount of Liquidated Damages for late completion after due date for completion.	7.4	Delay: 0.1% of Contract Price/day for late completion of work. Maximum 10% of the Contract price stated in the letter of Acceptance
8.	Defect Liability Period	9.1	Up to completion of maintenance period i.e 12 months from the date of Taking Over Certificate issued under sub clause-9 GCC.
9.	Mode of Payment	11.6	100% in local Currency
10.	Percentage of Retention Money	11.4	5% of all payments made to Contractor retention money shall be released after completion of maintenance period.

11.	Time within which payment to be made after submission of certificate from Engineer	11	45 Calendar Days
12.	Maintenance period	9.1	12 calendar months after date of Taking Over Certificate issued under sub clause-8.2 GCC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**BILL OF QUANTITIES**

**Financial Proposal**

Refer: Tender Document

The rates or prices shall be entered against each item in the Bill of Quantities

**PROPOSED SCHEDULE**

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the schedule in the bar chart showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets on the date noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Schedule):

<b><u>Sr. #</u></b>	<b><u>Work Site</u></b>	<b><u>Date for Completion</u></b>
1)	Weighbridges No.01 to 03 at Main Gate PQA	
2)	Weighbridges No.04 & 05 at Marginal Wharf	

**METHOD STATEMENT OF PERFORMING THE WORK**

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. The method of executing the Works for “ANNUAL RUNNING REPAIR & MAINTENANCE CONTRACT FOR PQA ROAD WEIGHBRIDGES NO.1 TO 5”.

**LIST OF INTENDED SUB-CONTRACTORS**

We intend to engage the following firms as sub-contractors experienced in their respective field as mentioned against their names for executing the works specified below:

<b>S. No.</b>	<b>Name and address of Intended Sub-Contractors</b>	<b>Type of work</b>	<b>Reason for sub-letting</b>

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR'S SUPERVISORY STAFF AND KEY PERSONNEL**

1. The following personnel would comprise the supervisory staff to be assigned by us to the construction site for fulfillment of the Contract.
2. The biographical data with relevant testimonials and details of experience of the above key personnel are attached to our Tender.

<b>S. No.</b>	<b>Proposed Assignment</b>	<b>Full Name</b>	<b>Age</b>	<b>Nationality</b>

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Contract No:  
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]

**FORMS**

**TENDER BOND / BID SECURITY  
PERFORMANCE SECURITY  
CONTRACT AGREEMENT  
ADVANCE BANK GUARNTEE**

**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

Name of Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees . \_\_\_\_\_ (Rs. \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_ (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 Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for \_\_\_\_\_ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders 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 with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, 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 for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.



PROVIDED THAT the Surety shall forthwith pay the Employer the said sum 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 Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

SURETY (Bank)

WITNESS:

1. \_\_\_\_\_

\_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with Address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance 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 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 49, Defects Liability, of Conditions of Contract are fulfilled.

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

	_____ Guarantor (Bank)
Witness:	
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between \_\_\_\_\_ (hereafter called the "Employer") of the one part and \_\_\_\_\_ (hereafter 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 Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) The priced Bill of Quantities;
  - (h) The completed Appendices to Bid;
  - (i) The Specifications.
  - (j) \_\_\_\_\_ (any other)
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 with 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.

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

Signature of the Contactor

Signature of Employer

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

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

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

**NOT APPLICABLE**

**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  
\_\_\_\_\_  
\_\_\_\_\_ (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.

This Guarantee shall expire not later than \_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

## **CONDITIONS OF CONTRACT**



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### CONDITIONS OF CONTRACT

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## 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 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.

#### 1.4 **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.

### 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 **Authorized 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 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 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.

### **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.

### **7.5 Extension of Contract**

The validity of contract may be extended for further period of one year on same terms and conditions at the option of PQA and / or with such modification as may be mutually agreed.

## **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**

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**

### **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 8.1&8.2, 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.

### **(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 (Thirty Days) 30 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, whichever is the later.

## 11.5 **Final Payment**

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. 11.6

## 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.

### 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 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,
- 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. **Customs Duties & Taxes**

The Contractor shall obtain all information as to any all taxes including sales Tax, Company Tax and other taxes FBR & SRB, import duties, port handling charges etc and be responsible for include same in the prices sated in his tender. No extra claim in this respect will be entertained. The clearance through customs of the material and other things required for the works is the responsibility of Contractor. The contract price shall include cost of material, installation, insurance, custom duty & taxes/levies payable by the Contractor.

## **16. RESOLUTION OF DISPUTES**

### **16.1 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.

### **16.2 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 here above, 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.

### **16.3 Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

## **17 INTEGRITY PACT**

17.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) terminate the Contract; and

- c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

## **CONDITIONS OF CONTRACT**



## CONTRACT DATA

### Sub-Clauses of Conditions of Contract

1.1.1	Bidding Data Clause 1.1
1.1.3	Employer's Drawings, if any (To be listed by the Employer)
1.1.4	The Employer means Port Qasim Authority and represented by Director General (Technical)
1.1.5	The Contractor means:-
1.1.7	Commencement Date means the date of issue of Engineer's Notice to Commence the work, which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
1.1.9	Time for Completion: (The time for completion as notified in NIT). Twelve (12) Months
1.1.20	Engineer/E.R Director (M&E), Port Qasim, Karachi & E.Representative
1.3	Documents forming the Contract listed in the order of priority: The Contract Agreement Letter of Acceptance The completed Form of Bid Contract Data Conditions of Contract The completed Schedules to Bid including Schedule of Prices/BOQ. The specifications Special stipulation The Drawings, if any
2.1	Provision of Site: On the commencement date
3.1	Authorized person: To be notified
3.2	Name and address of Engineer's/Employer's representative Director (M&E) Port Qasim Authority
4.4	Performance Security: 10% of the Bid Amount/Contract Cost. The Performance Security shall be valid up to completion of maintenance/defects liability period of the contract. (Form: As provided under Standard Forms of these Documents)
5.1	Required for Contractor's design (if any): Specification Clause No's _____
7.2	<b>Programme:</b> Time for submission: Within (14) days of the Commencement Date. Form of programme: Bar Chart (Bar Chart/CPM/PERT or other)
7.4	Liquidated Damages Amount payable due to failure to complete the work shall be 0.1 % per day up to a maximum of (10%) of contract sum stated in the Letter of Intent /Acceptance
9.1	Period for remedying defects/ Defects liability period: 12 Calendar months of contract period. After expiry of contract period the performance Bond furnished shall be released on the request of contractor.
10.2	(e) Variation procedure: Day work rates _____(details) As per Clause 10.2 (b) _ rates in Contract

11.1 (a)	<p><b><u>(i) Terms of payments:</u></b>  Payment of Contract Price shall be made in the following manners:</p> <p>The Engineer after examining each work statement certify the amount of payment of the contractor which he shall consider reasonable and proper in respect thereof subject to retention of percentage of Retention money and deduction of any such sum which may have become due to payable by the contractor to the Authority.</p> <p>For all payments made to the Contractor, a deduction of five percent shall be made from each bill as Retention Money. The Retention Money deducted from payment bill shall be refunded to the Contractor after issuance of work completion certificate .The amount due to the Contractor under any certificate duly certificate for payment by the Engineer pursuant to this clause or to any terms of the Contract, shall be paid by the Authority to the Contractor after such certification.</p> <p>The amount due to the Contractor under any certificate for payment by the Engineer pursuant to this clause or to any terms of the Contract, shall be paid by the Authority to the Contractor after such certification.</p> <p>All contents in them payment certificate issued by the Engineer and also by the payments that have been made shall be considered partial and provisional and nor final and on account, of any mistake in measurement or computation in the payment certificate shall be corrected and payment be adjusted accordingly.</p> <p><b><u>(ii) Final Payment</u></b>  Not later than one month after the completion of the Contract period, the Contractor shall submit to the Engineer a statement of final account with supporting documents showing the value of the work done in accordance with the Contract together with all further sums which the Contractor to be due to him under the Contract within one month after the receipt of his final account and of all information reasonably required for its verification. The Engineer shall issue a final certificate stating:</p> <p>a) The amount which in his opinion is finally due under the Contract and after giving credit to the Authority for all amounts previously paid by the Authority and for all sums to which the Authority is entitled under the Contract.</p>
11.2	Percentage of value of Materials and plant: Materials           Ninety (90%) Plant                Ten (10%)
11.4	Percentage of retention money: five percent (5%)
11.6	Currency of Payment:       Pak. Rupees
14.1	Insurances: Type of cover: Contractor's All Risk Policy Amount of cover: The sum stated in the Letter of Acceptance plus fifteen percent (15%) Type of cover

	<p>Contractor's Equipment:  Amount of cover  Full replacement cost  Type of cover  Third Party-injury to persons and damage to property.  (The minimum limit amount of third party insurance should be Rs. 300,000/- each occurrence).  Workers: _____  Other covers _____  (In each case name of insured is Contractor and Employer)  Type of cover: Workmen's compensation policy</p>
14.2	<p>Amount to be recovered  Premium plus fifteen percent (15%)</p>
16.3	<p>Arbitration  Place of Arbitration: Karachi</p>

**TECHNICAL SPECIFICATION  
&  
EVALUATION CRITERIA**

**GENERAL INFORMATION**

S.No	DESCRIPTION	CAPACITY	QTY	LOCATION	STATUS	REMARKS
01	Weighbridge No.01	150 M.Ton	01	Main Gate	Working Condition	Installed in the year 1985 i- 06 Nos Load cell having capacity of 40 M.Tons each. i. Platform size (3M x 18 M)
02	Weighbridge No.02	150 M.Ton	01	Main Gate	Working Condition	Installed in the year 1985 i- 06 Nos Load cell having capacity of 40 M.Tons each. i. Platform size (3M x 18 M)
03	Weighbridge No.03	150 M. Ton	01	Main Gate	Working Condition	Installed in the year 1997 i- 06 Nos Load cell having capacity of 40 M.Tons each. i. Platform size (3M x 18 M)
04	Weighbridge No.04	100 M.Tons	01	Marginal Wharf	R/M Required	Installed in the year 1993 i- 06 Nos Load cell having capacity of 40 M.Tons each. i. Platform size (3M x 18 M)
05	Weighbridge No.05	100 M. Ton	01	Marginal Wharf	R/M Required	Installed in the year 1993 i- 06 Nos Load cell having capacity of 40 M.Tons each. i. Platform size (3M x 18 M)

## **TECHNICAL EVALUATION CRITERIA**

### **a. Mandatory Criteria**

Firms shall have to submit with Technical Bid the following :-

- (1) Duly licensed by the Pakistan Engineering Council (PEC) in the Category C-6 and above, registered with PEC Specialization code EE11 (Weigh Stations) & ME-07 valid upto 30<sup>th</sup> June, 2025.
- (2) Registration with Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) on active Tax Payer list (ATL), Registered with Public Procurement Regularity Authority (PPRA), E-PaK Acquisition & Disposal System (E-PADS)
- (3) Registered with Weight & Measures department (Govt. of Sindh) in relevant category.
- (4) Credentials of the firms/companies, head office & branch offices addresses, telephone, fax, e-mail address of the firms/companies situated in Karachi.

**b. Criteria for Technical Evaluation**

SL.#	Description	Max. Point
01	<b><u>Qualification of the firm</u></b>	<b>15 Points</b>
a)	<b>Break-up of Points</b> Constitution of the firm i- Public Limited Company ii- Private Limited Company /Partnership/Joint Venture iii- Sole Proprietorship	15 10 08
02	<b><u>Experience of the firm “Annual Running Repair / Maintenance Contract for PQA Road Weighbridges”.</u></b>	<b>35 Points</b>
a)	<b>a. Experience</b>  i- Experience in the relevant field for 04 to 05 years ii- Experience in the relevant field for 03 years iii- Experience in the relevant field for 01 to 02 years	10 10 07 05
b)	<b>b. Past Project</b>  List of completed projects / on-going projects for Annual Running Repair / Maintenance Contract for Weighbridges. i- Minimum one (01) project ii- More than one project	<b>25 Points</b>  15 10
03	<b><u>FINANCIAL SOUNDNESS</u></b>	<b>30 Points</b>
a)	Average Working Capital for last Three (03) years audited account  i- Minimum working Capital Rs 5 Million ii- For each additional Rs.1 Million = 01 point (Subject to maximum 5 Million or above)	<b>15 Points</b>  10 Points 05 Points
b)	Average Gross Revenue for last Three (03) years audited account  i- Minimum Gross Revenue Rs.10 Million ii- For each additional Rs. 5 Million = 01 point (Subject to maximum 25 Million or above)	<b>15 Points</b>  10 Points 05 Points
04	<b><u>QUALIFICATION OF KEY PERSONNEL</u></b> <b>1)- Mechanical Engineer</b> <b>2)- Electrical / Electronic Engineer</b> i- Qualification ii- Relevant Experience	<b>20 Points</b> 10 Points 10 Points 40% 40%

	iii- Permanency with the firm	20%
	<b>i)- <u>Qualifications</u></b> B.E in relevant field DAE in relevant field	<b>04 Points</b> 100% 75%
	<b>ii)- <u>Relevant Experience</u></b> 05 years and above 03-04 years 01-02 years	<b>04 Points</b> 100% 75% 50%
	<b>iii)- <u>Permanency with the firm</u></b> 36 months and above 24-35 months 12-23 months	<b>2 Points</b> 100% 75% 50%
	<b>Grand Total</b>	<b>100</b>

**Note:**

- i- Minimum 50% score in each section of Evaluation Criteria is mandatory to qualify and minimum aggregate of 65 points are required for qualifying of the firm / company.
- ii- CV must be provided duly and signed by the Employee himself and authorized officer of the firm/company.
- iii- All relevant Certificates of completion & notice to commence / work order be submitted.
- iv- The intention of the Port Qasim Authority is setting up such Criteria for evaluation of firms/companies for short listing is solely to give a fair and just opportunity to each and every firm to evaluate itself and will establish the necessary Transparency to the Evaluation process.
- v- It is also required that the firms/Companies applying for tender documents must provide reliable and true information about itself and its key personnel.
- vi- The information requested for and provided by the firms/Companies with regards the firm's qualification must be signed individually by the authorized person himself certifying that the information supplied is true and factual.
- vii- In case any information supplied by the firm with regards to anything or its own experience or that of its key personnel is determined to be false, the firms will automatically be liable to be disqualified, debarred and its proposal rejected outright Contract terminated.



**SCOPE OF WORK  
&  
BILL OF QUANTITIES**

## **SCOPE OF WORK**

1. The running repair and maintenance of compact weighing terminal system based on sensor technology installed at weighbridges 1, 2 & 3 and compact weighing indicator system installed at weighbridges 4 & 5 would cover the following.
2. Posting of one supervisor and two trained technicians at site duly approved by PQA on round the clock basis service to ensure prompt attendance of any defect with the view to ensuring uninterrupted dispatches of wheat and other commodities.
3. Carrying out regular and breakdown maintenance of weighing terminal system as per recommendations of the manufacturer according to schedule to be prepared and submitted alongwith offer.
4. Supply of required parts, tools & labour are required for the regular Repair / Maintenance works and breakdown is the responsibility of the contractor. The quantity of BOQ items utilized during Repair Maintenance work will be paid as per item rate mentioned in BOQ of Tender & Contract documents. Instructions Memorandum will be issued by the Engineer.
5. Carrying out proper cleaning chipping, removal of rust and anti-corrosive painting of ICI or equivalent make with approved type of painting of one coat of red oxide and two coats of finish.
6. Removal & refurbishing of the worn out parts due to normal wear & tear of the platform and foundation pits including welding works. However for replacement of Steel plates, Beams & Girders the payment will be made by PQA separately.
7. Carrying out periodical test with dead weights (to be supplied by the Authority) as and when required by the users.
8. Arrangement of annual inspection of Weighbridges # 01 to 05 and Test Weights by the Inspector Weights & Measure Department, Government of Sindh, payment of all Government dues on this account & submission of necessary certificates to this effect within stipulated due date before expiry of the validity of the existing certificate.
9. Carrying out periodical cleaning of the pits including removal of dust, sand debris, wheat & water etc. Dewatering of Rain water through pump and periodical fumigation of the pits to avoid pests, vermin & insects.
10. All works shall be done on 24 hours basis. R/M works is to be completed within 72 hours failing to which without any valid reason liquidity damages to be imposed as per contract clauses.

11. The contractor shall maintain adequate spare parts for the Repair & maintenance of the Weighbridges.
12. Installation of Cameras at Suitable places with accessories as to make CCTV Cameras operational by all means.
13. Supply and installation of Allied Software for Weighbridges should be flexible and adaptable to accommodate all changes and reports as needed which also being capable of integrating inputs from ANPR & CCTV Cameras for seamless data exchange. Moreover, data security backup must be ensured in the software.

## **Bill of Quantities**

**PORT QASIM AUTHORITY  
TECHNICAL DIVISION  
(Mechanical & Electrical Department)**

**Bill of Quantities  
(Part-A)**

**SUBJECT: ANNUAL RUNNING / REPAIR AND MAINTENANCE CONTRACT FOR EXISTING WEIGHBRIDGES 01 TO 05 INSTALLED AT MAIN GATE AND MARGINAL WHARF At PQA.**

Item No.	Description of Work	Unit	Qty	Rate	Amount Rs.
1	Regular Monthly service charges to carry out, all preventive repair and maintenance work of Weighbridges at PQA, day to day attending faults, errors, ensuring uninterrupted operation of weighbridges as directed by the Engineer  (i) Supervisor (01 No)  (ii) Technician (02 Nos)	Job  Job	01x12 Months  02x12 Months		
2	Arrangement of annual inspection of Weighbridges through Weight & Measures Wing, Government of Sindh. Payment of Government dues on this account and submission of necessary certificate of this effect within stipulated due date and before expiry of the validity of the existing certificate.	Job	05		
3	Arrangement of annual inspection / calibration of weights (2500 Nos.) each 20 kg through International Weights & Measures Department Government of Sindh. Payment of Government dues on this account and submission of necessary certificate to this effect within stipulated due date and before the expiry of the validity of the existing certificate.	Nos	2500		
4	Repair, Painting & Calibration of Dead Weight (20 kg) each.	Nos	2500		

Item No.	Description of Work	Unit	Qty	Rate	Amount Rs.
5	Periodical tests of Weighbridges with test weights (to be supplied by the Authority) as and when required by the user department of PQA including supply of all labours, furnishing of report carry out adjustment if any required.	Job	100		
6	Periodical cleaning of the pit of Weighbridges including removal of dust, sand, debris, wheat & water etc. De-watering of rain water through drainage pump and periodical fumigation of the pit to avoid tests vermin & insects.	Job	10		
7	Providing & applying anti-corrosive paint of weighbridges, platform, all steel structure after removal of dust, rust etc. i.e two coats of anti-corrosive paint and two coats of finish paint as per procedure, specification and directed by the Engineer.	Job	05		
8	<p>Repair / Maintenance / Replacement of the following components / accessories &amp; materials to be replaced as and when required with complete in all respects and as per directed by the Engineer.</p> <p>i- Load cell Capacity 40 tons ZEMIC (China) 40 tons or equivalent make</p> <p>ii- Weight indicator Compact weighing terminal XK-3190A-9 (China) or equivalent</p> <p>iii- UPS For Weighbridges operation (For one PC, 3.5 KW Homage or equivalent along with Battery (280 Amp) AGS or equivalent</p> <p>iv- The steel plate for platform Repair / Maintenance &amp; welding etc. Chequered Plate, 10mm</p> <p>v- Steel Beam support Platform Various Sizes</p> <p>vi- MS Grider Various Sizes</p>	<p>Nos</p> <p>Nos</p> <p>Set</p> <p>Kg</p> <p>Kg</p> <p>Kg</p>	<p>06</p> <p>02</p> <p>03</p> <p>2000</p> <p>1200</p> <p>1200</p>		
<b>Total Cost of (Part-A) Inclusive all applicable taxes i.e Income tax, SRB etc.</b>					

**PORT QASIM AUTHORITY  
TECHNICAL DIVISION  
(Mechanical & Electrical Department)**

**Bill of Quantities  
(Part-B)**

**SUBJECT: ANNUAL RUNNING / REPAIR AND MAINTENANCE CONTRACT FOR EXISTING WEIGHBRIDGES 01 TO 05 INSTALLED AT MAIN GATE AND MARGINAL WHARF At PQA.**

S.#	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
01	Desktop Computer i-7 32 GB Ram, 1TB SSD HD, Windows 10 Pro (Licensed) Serial Port, LED Monitor (17").	No	01		
02	Desktop Computer i-7 16 GB Ram, 512 GB SSD HD, Windows 10 Pro (Licensed) Serial Port, LED Monitor (17").	Nos	03		
03	Laser Jet Printer M406 dn	Nos	03		
04	U RACK 6U rack with double trays (PDU).	No	01		
05	Network Switch (Cisco) 365G 4P or Equivalent.	No	01		
06	ANPR Cameras (IP) iDS-2CD7A46GO/P-IZHS(Y) or Equivalent make.	Nos	06		
07	PTZ Cameras (IP) DS-2DF7C432IXR-AEL (T5) or Equivalent make.	Nos	03		
08	Bullet Camera (IP) Ds 2cd 1047 G2L or Equivalent make	Nos	03		
09	POE. Switch 16 Port 16 channel NVR with 2TB storage and 32" LED.	No	01		
10	Installation of Cameras	Job	01		
11	Supply and installation of Allied Software for Weighbridges.	Job	01		
<b>Grand Total (Part-B)</b>					

(B) Estimated Cost of Additional items Rs. \_\_\_\_\_  
 (A) Estimated Cost for Repair Maintenance of Weighbridges (+) Rs. \_\_\_\_\_

Total Estimated Cost of A+B  
Inclusive all applicable taxes i.e Income Tax, SRB etc =Rs. \_\_\_\_\_

Total Value of BOQ =Rs. \_\_\_\_\_

Total Value of BOQ in Words (Rupees \_\_\_\_\_)  
 \_\_\_\_\_ only.)

Signature of Firm  
with Seal