



Gateway to National Prosperity

# PORT QASIM AUTHORITY

Bin Qasim, Karachi – 75020

## NOTICE INVITING TENDER

- 1- Port Qasim Authority invites sealed bids from the financially sound contractors/ firms, registered with (a) Income Tax and (b) Sindh Sales Tax Departments & E-pads (Mandatory requirement) and having experience in the relevant field for providing qualified personnel i.e. Fireman, Drivers (HTV/LTV) for Fire Fighting Services.
- 2- Tender documents, containing detailed terms and conditions are available for the interested bidders, during the office hours at the office of Director Environment & Safety Department, Port Qasim Authority on submission of a pay order worth Rs. 2,000/- (Rupees Two Thousand only), non-refundable in the name of Port Qasim Authority.
- 3- Bidders will have to submit their bids through E-pads too.
- 4- Bidders shall submit Bids according to Single Stage – Two Envelopes Procedure under Rule 36 (b) of Public Procurement Rules-2004. Bids are to be submitted with Bid Securities (Earnest Money) in the form of Pay Orders in favour of Port Qasim Authority amounting to Rs. 500,000/- (Rupees Five Hundred Thousand only) issued by a Pakistani schedule Bank AA rating and located in Karachi, Pakistan. Tenders submitted without bid security shall be rejected. Bids must reach the office of Director (Environment & Safety), Port Qasim Authority on or before 30.07.2024 at 1200 hours. Technical proposals only shall be opened on the same day at 1230 hours.
- 5- The Financial Proposals of the technically qualified Bidders shall be opened in the presence of the Bidders or their authorized representatives who may wish to attend for which the date, time and venue to be intimated later. The Financial Proposals of technically non-qualified bidders shall be returned unopened.
- 6- Port Qasim Authority reserves the right to accept or reject any or all bids as per PPRA-2004 and no claim whatsoever will be entertained in this regard. Authority's decision in this respect shall be final and binding on all bidders.

  
**(TIPU SULTAN SHAIKH)**  
 Secretary

BIN QASIM, KARACHI-75020, PAKISTAN. TEL: 92-21-9272111-30 FAX: 92-21-34730108 TELEX: 27611 QASIM PK.  
 Website: [www.pqa.gov.pk](http://www.pqa.gov.pk), E-mail: [secretary@pqa.gov.pk](mailto:secretary@pqa.gov.pk)

**GOVERNMENT OF PAKISTAN  
MINISTRY OF MARITIME AFFAIRS  
PORT QASIM AUTHORITY  
KARACHI – PAKISTAN**



GATEWAY TO NATIONAL PROSPERITY

**TENDER DOCUMENT**

*For*

**HIRING OF FIRE FIGHTING SERVICES FOR  
PQA FIRE BRIGADE**

# INVITATION TO TENDER

# FORM OF TENDER / BID

## **FORM OF TENDER**

Date: , , 2024

To,  
The Director (E&S),  
Port Qasim Authority,  
Bin Qasim,  
**Karachi.**

### **SUBJECT: TENDER FOR HIRING OF FIRE FIGHTING SERVICES FOR PQA FIRE BRIGADE**

- 1.1 Having made ourselves fully acquainted with the requirements of PQA, as detailed in the Tender Documents i.e. Invitation and Instructions to Tenders, Conditions of Contract and Schedules (A) we the undersigned offer our Tender in conformity with the said Tender documents and our prices are quoted in schedules.
- 1.2 We agree that this offer is valid and irrevocable until 120 days from the date of opening of Tender.
- 1.3 We acknowledge that all the attached Tender documents are valid and binding on us and all have been countersigned by us.
- 1.4 The rates which we have been given in the schedules and all information / data attached to our Tender are complete and without any concealed technical and or financial reservations or implications. All data have been duly checked and are correct in every respect. These rates are inclusive of all taxes and fixed and unchangeable throughout the currency of the contract. However, acceleration charges per annum shall be given as per contract clauses.
- 1.5 We undertake that if our Tender is accepted we would enter into an Agreement with Port Qasim Authority within 14 (Fourteen) days from the receipt of Letter of Intent and to commence operation within 03 (Three) days from the date of signing of Agreement. We acknowledge the draft of agreement.
- 1.6 We undertake that if our Tender is accepted we will furnish performance security for the due performance of the Contract in accordance with the conditions of Contract on the date of signing of the Agreement.
- 1.7 Unless and until a formal Agreement is signed, this Tender and your Letter of Intent shall constitute a binding contract between PQA and ourselves.

- 1.8 We agree to pay all costs towards the preparation of the Agreement and the Contract documents.
- 1.9 We attached Rs. 500,000/- (Rupees Five Hundred Thousand only) as earnest money to this Tender in the form of pay-order issued in favour of Port Qasim Authority from a Pakistani Scheduled Bank of AA rating located in Karachi, Pakistan. The earnest money deposit will be refundable:
  - a) Upon execution of the Agreement and after provision by us of a Performance Security in accordance with the conditions of Contract & executing agreement in case our Tender is accepted.
  - b) Upon final decision by Port Qasim Authority, if our Tender is not accepted.
- 1.10 A certificate attesting the signature of our authorized representative is enclosed.
- 1.11 We understand that you are not bound to accept the lowest or any Tender you may receive and that you will not defray any expenses incurred by us in Tendering.
- 1.12 We certify that this Tender has been prepared without contact or collaboration with other persons or firms who have also submitted a Tender for this work and that it is fair in every respect and does not contain any secret or fraudulent arrangement.
- 1.13 Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.
- 1.14 Type of firm- Ownership, Proprietorship, public limited etc. Signature by owner of firm authorizing the Rep. to sign tender documents on his behalf along with owners CNIC, Cell No., PTCL No & present Office address.

Signature(s) \_\_\_\_\_

In the capacity of \_\_\_\_\_ duly authorized to sign Tender for and on behalf of M/s. \_\_\_\_\_

(NAME OF THE TENDERER IN BLOCK CAPITAL)

Address: \_\_\_\_\_  
(SEAL OF THE TENDERER)

# **INSTRUCTIONS TO TENDERERS / BIDDERS**

**1. SUBMISSION OF TENDER:**

- a) Tenderer / bidder should examine the Tender documents carefully and should obtain at their own expenses any information that may be necessary for making a Tender.
- b) The Tender must be addressed to the Director (Environment & Safety), Port Qasim Authority-Bin Qasim, Karachi, placed in a cover marked as "Tender for Hiring of Fire Fighting Services for PQA Fire Brigade".
- c) Earnest Money should be separately enclosed in a separate envelop & highlighted as Earnest Money to be submitted with Technical Proposal.
- d) The Tender Documents must be dropped by Authorized Rep. of company in tender box placed before committee at committee room in person at 1200 hrs on the date & time mentioned in NIT. The technical proposal will be opened at 1230 hrs on same day in presence of the Tenderers or their authorized agents who wish to be present. Tenders received after the stipulated time will not be considered.
- e) Incomplete and conditional Tenders shall be liable to rejection.
- f) Earnest Money Envelop separately not provided than tender not accepted.

**2. TENDER EARNEST MONEY (BID BOND):**

- a) The Tenderers with the technical proposal are required to deposit of Rs. 500,000/- as earnest money (separate envelope) in the form of a pay order, issued by any Schedule Bank AA rating Karachi based in the name of Port Qasim Authority. The earnest money will be submitted with the Technical Proposal.
- b) The Earnest Money (Bid Bond) of all unsuccessful Tenderer / bidder shall be returned after the Tender have been finally decided by the Competent Authority.
- c) The Earnest Money (Bid Bond) of successful Tender shall be retained until such time that Performance Security Deposit in accordance with the "Condition of Contract" has been duly submitted and the contract signed.
- d) Should any Tenderer / bidder withdraw his Tender after opening of the Tender or in case he backs out after acceptance of his Tender his Earnest Money (Bid Bond) shall be forfeited.



**3. ENTERING THE QUOTATION IN THE SCHEDULES / BILL OF QUANTITY:**

- a) Tenderers are to exercise greatest care in entering their quotation in the Schedules / BOQ. No Bidder will be allowed to alter or modify his bid after the bids have been opened. However, PQA may seek clarifications regarding the bid.
- b) Tenderers are required to quote monthly rates inclusive of all taxes in the Schedules / BOQ covering the cost of HTV/LTV Drivers & Firemen etc.,.
- c) The quotations must be filled in figures as well as in words. Should there be any difference between the two; the Tender would be considered of the words only.
- d) Any over writing by the Tenderer will render the Tender liable to rejection. Corrections if any, must be made by striking out the errors and entering and signing in full the corrections in ink by the same person who has signed the Tender and stamped.

**4. SIGNATURE OF THE TENDERER AND FIRM'S RUBBER STAMP:**

Each paper/document/All Tenders submitted must be signed only by the Sole Proprietor / Partner or any authorized person to do so on their behalf only be allowed having such letter from company and should bear rubber stamp of the Firm / Company.

**5. ACCEPTANCE OR REJECTION OF THE TENDER:**

- a) Tenderer will be required to conform strictly to all the terms and conditions stipulated in the Tender Documents. Tender will not be considered unless "The Tender" documents issued by Port Qasim Authority are submitted, duly signed and stamped by the Tenderer. Incomplete and conditional Tenders are liable to rejection.
- b) No alteration or interpolation should be made by the Tenderers in the conditions and other stipulations of his Tender. The Tenderers should clearly understand that should they make any such alteration or interpolation then their Tenders may be rejected without assigning any reason.
- c) Port Qasim Authority reserves the right to reject all Tenders without assigning any reason thereof.

**6. PERFORMANCE SECURITY DEPOSIT:**

- a) The successful Tenderer shall deposit an amount of Rs. 7,500,000/- (Rupees Seven Million Five Hundred Thousand only) as Performance Security for the proper and conscientious execution of the Contract, on the date of signing of Agreement in the form of pay-order in favour of Port Qasim Authority issued by a Scheduled Bank of Pakistan having minimum AA rating and located in Karachi.
- b) The Performance will be held until the satisfactory completion of the Contract and will be forfeited at the discretion of PQA in case of failure to fulfill all or any of the conditions of the Contract, irrespective of and without prejudice to any other remedy for such failure which PQA may seek under the terms and conditions of the Contract.

**7. EXECUTION OF AGREEMENT:**

- a) The successful Tenderer will be required to enter into an Agreement with PQA within Fourteen (14) days from the receipt of Letter of Intent from Port Qasim Authority. Copy of Draft Agreement enclosed.
- b) In the event of the successful Tenderer failing to enter into any Agreement with Port Qasim Authority within the specified period, Port Qasim Authority shall without prejudice to its right to forfeit the Earnest Money (Bid Bond) will be at liberty to reinstate Tenders at the risk as to cost and consequences of the successful Tenderer.

**8. VALIDITY OF OFFER:**

Offer must remain valid up to 120 days from the date of opening of Tender.

Signature of Tenderer \_\_\_\_\_ (With Seal).

# **GENERAL CONDITIONS OF THE CONTRACT**

**TERMS AND CONDITIONS FOR HIRING OF FIRE FIGHTING SERVICES FOR  
PQA FIRE BRIGADE**

**ARTICLE - 1**

**TERMS OF THE AGREEMENT:**

This agreement shall, remain valid for **THREE (03) YEARS** commencing from \_\_\_\_ to \_\_\_\_ unless terminated earlier under the provisions of this Agreement. The same is extendable by Port Qasim Authority for further period of one year subject to satisfactory performance by the Contractor on same terms and conditions.

**ARTICLE - 2**

**TERMINATION OF THE AGREEMENT:**

1. Without prejudice to any other available rights / remedies, Port Qasim Authority shall have the right to terminate this Agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this Agreement by contractor.
2. The performance of services by the Contractor under this Agreement shall remain under observation during the whole period of the Agreement. In case the services are found non-satisfactory below the specified standard or non-performance due to strike of the Contractor's staff / manpower, this Contract shall be terminated by Port Qasim Authority at any time with immediate effect without giving any notice and in such events the Contractor may be BLACKLISTED and declared disqualified for future pre-qualification and award of any contract by Port Qasim Authority.
3. Port Qasim Authority, shall be entitled to terminate this Agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Contractor or its employee(s) or non-performance of responsibilities and services by the Contractor under Article-7 & 8 and other provisions of this Agreement.
4. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

## ARTICLE - 3

### PRICES:

In consideration of services provided hereunder, Port Qasim Authority agrees to pay to the Contractor a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ per month only) payable at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ per annum only) on monthly basis during the period of validity of the Agreement as quoted by **Contractor**. Payment will be released on monthly basis during the period of validity of this Agreement after making all required deductions.

If the quality of the services provided by the Contractor is not upon the standard acceptable to Port Qasim Authority, Port Qasim Authority may get the required services performed through other ways and means at the risk and cost of the Contractor and expenditure(s) incurred on obtaining such services shall be deducted from the amount due from Port Qasim Authority to the Contractor.

If the required services are not satisfactory or Contractor fails to provide the agreed services at the sole discretion of Director (Environment & Safety) or any authorized officer of E&S Department, following penalties will be imposed on him for his default in addition to all other rights and remedies available to Port Qasim Authority:-

- |   |   |   |
|---|---|---|
| i) For non-performance or unsatisfactory performance of Fire Fighting Duties. | } | Fine upto Rs. 50,000/- will be imposed for each service/Shift and deducted from the bill of the Contractor. |
| ii) For absence any of Contractor's Staff                                     | } | Rs. 2,000/- per absentee/per day  |

## ARTICLE - 4

### PAYMENT:

Payment in respect of supply / services shall be made by the Port Qasim Authority after submission of the pre-receipt bills / certified bills, which are to be strictly in conformity with the agreed services. The payment(s) on monthly basis shall be made to the Contractor after deduction of Income Tax and other Government taxes which will be effective in accordance with the rules framed by the Port Qasim Authority from time to time and the laws governing the same.

## ARTICLE - 5

### PERFORMANCE SECURITY DEPOSIT:

Tenderers shall deposit performance security amounting to Rs. 7,500,000/- (Rupees Seven Million Five Hundred Thousand only) in shape of pay-order/Bank Guarantee in favour of PQA at the time of signing of the Agreement. The said Performance Security shall be held by the Port Qasim Authority until satisfactory completion of the Contract and shall be forfeited at the discretion of the Authority in case of failure of the Contractor to fulfill all or any of the conditions of the Contract irrespective and without prejudice to any other remedies available to such failure.

## ARTICLE - 6

### RECOVERIES:

When any amount is recoverable from the contractor under any provision of this Agreement, Port Qasim Authority shall be entitled to deduct any such amount from the pending bills of the Contractor, whether due in respect of this or any other agreement and / or from any other due amount of the contractor lying with Port Qasim Authority and the Contractor shall have no objection on deduction of the same.

## ARTICLE - 7

### RESPONSIBILITIES OF THE CONTRACTOR

a) The Contractor undertakes that he will provide the complete required Fire Fighting Staff for Fire Brigade of Port Qasim Authority described in BOQ (WORK SCHEDULE) as per instructions of Director (Environment & Safety), Port Qasim Authority, Karachi or any other authorized representative of E&S Department. The quality and standard of services to be provided by the contractor shall be the entire satisfaction of Port Qasim Authority for providing the said required Fire fighting Staff in an effective and satisfactory manner. The Contractor shall maintain a total of **95 Numbers** work force i.e. **(17Nos. HTV Drivers, 04 LTV Drivers & 74 Firemen)** on daily basis as per list enclosed Annexure-“A,B&C” work – force within the PQA premises for execution of the satisfactory Fire Fighting Duties at PQA Fire Brigade as per deployment chart or as directed by the Director (E&S) or his representative. Any deficit deployment shall be liable to penalty as per Article – 3 (i & ii).

b) The Contractor hereby agrees and undertakes that with a view to provide appropriate under the provisions of this Agreement, the Contractor shall maintain and deploy specified work-force of most efficient, honest, able and experienced persons. These employees shall work for and on behalf of the Contractor and by no means will be treated as employees of Port Qasim Authority. The hiring and firing of employee is exclusive right of the Contractor, who alone shall be competent to take disciplinary action if needed, against them. However, Port Qasim Authority or its authorized official may ask the Contractor to remove his employee / employees whom in the

opinion of Port Qasim Authority or its authorized official, is / are undesirable person(s). The Contractor shall immediately remove such employee(s) and provide suitable replacement immediately so as to keep sufficient work force.

c) The Contractor hereby agrees and undertakes that he shall assign all such duties and responsibilities to his employees that may be necessary for first-rate performing firefighting duties. In this connection, he assures that his employees shall perform diligently the duties and responsibilities assigned to them.

d) Contractor shall be required to submit clearance from Police Department and the Security Section of Port Qasim Authority in respect of all his employees engaged in provisioning of services within the premises of Port Qasim Authority. Unless they possess this clearance, they shall not be allowed to enter the premises of Port Qasim Authority.

e) For the purposes of Identification and Security, the Contractor shall issue proper Identity Card to all his employees who are detailed to work within the premises of Port Qasim Authority in connection with rendering of the services and the employees will display their Identity Card while on duty.

f) The Contractor accepts total responsibility for the settlement of all claims resulting from death, injury, burn or accident of any kind to his employees, officers, advisors, agents or any other third person acting for and on his behalf under this Agreement.

g) If any loss or damage is caused to Port Qasim Authority's property by any employee / officer or representative of the Contractor, such loss shall be made good by Contractor.

h) The Contractor further undertakes and agrees to indemnify and hold harmless Port Qasim Authority, its officers and agent from and against any and all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising from or out of the execution or performance of any service under this Agreement by the Contractor, his employee or his agent.

i) All the above said liabilities of the Contractor are without prejudice of its order present / future liabilities arising from this Agreement whether due to the performance and / or non-performance of its contractual obligations or otherwise.

j) Contractor will provide prescribed uniform Kit described (Fire Fighters Uniform) to its employees. All employees shall wear neat and clean uniform at all the time while on duty for which strict check will be maintained.

k) If the services provided by the Contractor is not up to the standard acceptable to Port Qasim Authority or the Contractor's employees go on strike for any reason, then Port Qasim Authority may get the required Services performed through other ways and means at the cost and risk of the contractor and the expenditures incurred on obtaining such services shall be deducted from amounts due from Port Qasim Authority to the Contractor. If the services provided by the Contractor are not satisfactory at the sole discretion of Port Qasim Authority's representative then Port Qasim Authority without prejudice to the penalties mentioned in Article-3 may impose a penalty not exceeding 10% of the total monthly bill for that month. Moreover, Port Qasim Authority

shall have the option for terminating the Contract at their discretion at any time by serving a written notice of 60 days.

l) If at any time Port Qasim Authority requires extra Fire Fighting Staff, the Contractor undertakes to provide the Firefighting staff on same rates, terms & conditions.

m) The Contractor shall all times obey and abide by all verbal and written instructions given by the Director (Environment & Safety), Fire Fighting Officer or any authorized officer so deputed to supervise the work.

n) The Contractor has to comply with all laws and pay the dues of EOBI/SESSI on account of PQA contract and submit requisite certificates thereof before processing bill for payment.

o) The Contractor shall pay not less than Rs: 37,000/- as minimum wages and Rs. 13,000/- as (Education Allowance) total amounting to Rs. 50,000/- to each worker per month per person and monthly payroll disbursement shall be provided to PQA.

p) The Contractor shall not hire & deploy the Child labour i.e. under the age of 18 years.

q). The Contractor shall provide pick & drop service to the Fire Fighting Staff from city area to PQA Fire Brigade Station.

## **ARTICLE - 8**

### **SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

1. The fire crew members provided by the Contractor will perform duty under senior officials of PQA Fire Fighting Section i.e. Fire Fighting Supervisor / Leading Fireman in command of Fire Fighting Officer.

2. The fire crew members provided by the Contractor will have an eight/ twelve/ twenty-four hour shift. There will be a rotation of the crews between the shifts and so forth.

3. The Contractor shall ensure that the fire crew members provided by it maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to the management of the Port Qasim Authority or its business or work or its officers/ employees/other contractors.

4. The Contractor agrees and undertakes that the services provided by the fire crew members shall be to the entire satisfaction of the Port Qasim Authority and also will make it clear to the fire crew members that they shall have no claims against Port Qasim Authority directly or indirectly Port Qasim shall not be liable to wages, salary, compensation and any statutory benefits due to the fire crew members under the labor law and other legislation and the Contractor shall be responsible for providing such amenities to its employees admissible under the law/rules/service conditions.

5. In case of fire, the fire crew members will put out the fire and will rescue any person that will be in the premises.



6. The fire crew will take care of the firefighting equipment provided by the Port Qasim Authority and will take care of the installed firefighting equipment as well. (Fire Hydrant, Fire Extinguisher etc.)
7. If any firefighting equipment is damaged or stops working, the crew will inform the concerned Officer /Incharge so that it is repaired or replaced.
8. Fire Crew provided by the Contractor shall follow the instructions of PQA Fire Incharge in regard Fire Fighting /safety as and when emergency occurred and they will carry on duty accordingly.
9. Fire Crew provided by Contractor shall be answerable in regard fire fighting related matters / equipment and Maintenance of fire vehicles.
10. Fire Crew provided by the Contractor shall follow the instructions of the PQA Fire Fighting Officer /Shift Incharge.

## **ARTICLE – 09**

### **INDEMNITY:**

The Contractor undertakes and agrees to indemnify and hold harmless Port Qasim Authority, its Officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this Agreement whether due to performance / non-performance of any services under this Agreement by the Contractor, its employees or its agent or otherwise.

## **ARTICLE – 10**

### **INSOLVENCY AND BREACH OF CONTRACT:**

Should the Contractor be adjudicated insolvent or made to enter into any Agreement for completion with creditors or commit any breach of this Agreement not herein specifically provided, Port Qasim Authority shall have the right to declare the agreement terminated forthwith, and in which case the contractor shall be liable to the confiscation of security deposited and pay any extra expenses which it might incur but it shall not be entitled to any gain / compensation from Port Qasim Authority.

## **ARTICLE – 11**

### **SCHEDULE:**

For intents and purpose, the SCHEDULES annexed herewith shall form an integral parts of this Agreement and the Contractor seal, SHALL bound to fulfill all the terms and conditions stipulated therein. A deviation from the terms and conditions incorporated in the annexed SCHEDULES or other part of the Agreement shall deemed to be violation of this Agreement on the part of the Contractor.

## **ARTICLE – 12**

### **FORCE MAJURE:**

Except provided under the agreement neither party shall be liable for any failure or delay in performing their obligations due to any cause beyond its reasonable control including without Limitation to the Act of Public Enemy, War, Rebellion, Insurrection, Accident, Act of God and Act of State or of the Judiciary.

## **ARTICLE – 13**

### **CORRESPONDENCE:**

The Contractor shall not correspond with or approach any other authority, persons directly or indirectly whether the staff of Port Qasim Authority or otherwise except the Director General (Admin), Director (E&S) & Fire Fighting Officer PQA, or concerned regarding any matter arising from this or any other agreement with Port Qasim Authority. The Contractor may carry on correspondence with the designated officials of the user department.

## **ARTICLE – 14**

### **NOTICES:**

All notices, requests and demands given to or made upon the parties shall be in writing and posted through registered mail, confirmatory telex at the addresses set forth below:

**PQA** : **PORT QASIM AUTHORITY  
BIN QASIM,  
KARACHI-75020.**

**CONTRACTOR** : **M/s. \_\_\_\_\_**

## **ARTICLE – 15**

### **BRIBE:**

Any bribe commission, gifts or advantages given promised or defrayed by or on behalf of the Contractor or his Partner, Agent or Servant or any on its behalf to any Office, Servants Representative or Agent of Port Qasim Authority, for showing or for bearing to show favour or dis-favour to any person interrelation to this or any other agreement as aforesaid shall subject the Contractor to the cancellation of this and all or any other contract and decision of DIRECTOR GENERAL concerned in his respect shall be final and binding of the Contractor.

## **ARTICLE – 16**

### **NO BROKER:**

It is understood and agreed that no Broker Agents have participated in bringing the parties together in the negotiation, and preparation of this Agreement and Contractor hereby warrants that price of the subject matter of this Agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whatsoever. Contractor agrees to indemnify and hold harmless Port Qasim Authority from and against all claims, demands, liabilities, damages, losses and judgments which may be suffered by, accord against, charged to are recoverable from Port Qasim Authority and which rises out of Contractor's actions or negotiations with or in respect of Brokers or Agents.

Notwithstanding anything contained herein above, in the event that any future date it is established that such commission and / or fees of any kind have been made by Contractor to any brokers or agents or persons or entitles whatsoever, such sum shall be refundable immediately to Port Qasim Authority by the briber without prejudice to any other rights or remedies of Port Qasim Authority.

## **ARTICLE – 17**

### **ASSIGNMENT:**

The Contractor shall not sublet, transfer or assign this Agreement to any party without the prior written permission of Port Qasim Authority.

## **ARTICLE – 18**

### **APPLICABLE LAW:**

This agreement shall be governed by the laws of Islamic Republic of Pakistan.

## **ARTICLE – 19**

### **AUTHORITY OF PERSON SIGNING CONTRACT & DOCUMENT:**

Person signing this Contract or any other document forming part of this Contract on behalf of the Contractor shall be deemed to warrant that he has the authority to do

so from the Contractor, and if on inquiry, it is revealed that the person so signing had no authority to do so, Port Qasim Authority may without prejudice to other legal right / remedies cancel the Contract without notice and hold signatory level for all costs and damages.

## **ARTICLE – 20**

### **DISPUTE RESOLUTION:**

Notwithstanding anything to the contrary contained herein or in any of the documents mentioned herein, all disputes, controversies or differences which may arise between the parties out of or in relation to or in connection with this Contract for breach of these except to any matter the decision of which is specifically provided for herein, the matter in dispute shall be referred to Director General (Administration), Port Qasim Authority under the Arbitration Act, 1940, whose decision shall be final and binding on both the parties.

## ARTICLE-21

### WAGES & OTHER FACILITIES:

i). The Contractor shall pay not less than Rs: 37,000/- monthly salary + 13,000/- as (Education Allowance) total amounting to Rs. 50,000/- to each worker per month as per minimum wages and monthly payroll disbursement shall be provided to PQA on the given format:

I have received a sum of Rs. \_\_\_\_\_ from Contractor M/s.....(Company name to be mentioned) on account of monthly salary in my bank account number.....

**Receiver:**

Sign: \_\_\_\_\_

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

Desig: \_\_\_\_\_

CNIC: \_\_\_\_\_

**Contractor:**

Sign: \_\_\_\_\_

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

Desig: \_\_\_\_\_

CNIC: \_\_\_\_\_

ii). In future it will be mandatory for the contractor, shall pay the wages to the Labour/Manpower whichever increased by Govt. of Pakistan in each fiscal year. However, increase salary amount as per Govt. of Pakistan Notification shall be paid by PQA to the contractor including taxes for payment of increased salary amount.

iii). Upon increase in minimum wages/pay by Government of Pakistan beyond Rs. 37,000/- per month, the contractor will immediately increase the amount of wages of each worker and the contract price will be increased by PQA with following formula with effect from the month of payment of increased wages to workers by the contractor.

***“Increase amount in existing Wage x No. of Fire Staff”***

iv). The Contractor has to comply with all laws and pay the dues of EOBI/SESSI on account of PQA contract and submit requisite certificates thereof before processing bill for payment.

v). The Contractor shall provide (02 Coaster - Non Air Condition) for pick & drop service to the Fire Fighting Staff from city area to PQA Fire Brigade Station.

vi). Payment to workers be made through bank account in each worker's name.

vii). Break Fast, Lunch and Dinner shall be provided during duty hours to Fire Fighting Staff i.e HTV Drivers, LTV Drivers & Firemen by the contractor.

viii). 14 days Annual leave & payment in lieu thereof, 08 days Sick leave and 04 days Casual leave per year be allowed to each workers as per rules applicable on workers by the contractor.

ix). Medical facility shall be provided by the contractor to the Fire Fighting Staff as per labour rules.

## ARTICLE – 22

### MISCELLANEOUS:

- a) This Agreement supersedes all prior agreements and understandings relating to the subject. All terms and conditions or the tender documents and the quoted rates vide attached schedules are valid to the extent they are not repugnant with the terms and conditions of this Agreement.
- b) Titles are inserted in this Agreement for the purpose of reference and convenience and in on way define, limit or describe the scope or intent of Agreement and / or not deemed an integral part thereof.
- c) This Agreement shall not be varied, modified, altered, amended or supplemented etc., except by the mutual consent, of the parties in writing.
- d) The Contractor agrees that it shall from time to time do and perform such other and further acts or things and execute and deliver any or all such other and further assignments as may be required or reasonable requested by Port Qasim Authority to establish, maintain and protect its right and remedies under this Agreement.
- e) This Agreement shall be binding upon and shall incur to the benefit of both parties.

IN WITNESS WHEREOFF the parties hereunto set their hands on the days, month and the year mentioned herein above.

**FOR AND ON BEHALF OF  
PORT QASIM AUTHORITY**

**FOR AND ON BEHALF OF  
CONTRACTOR**

**NAME: \_\_\_\_\_**

**NAME: \_\_\_\_\_**

**DESIG: \_\_\_\_\_**

**DESIG: \_\_\_\_\_**

**SCHEDULES / BILL OF**  
**QUANTITIES (A & B)**

**SCHEDULE / BOQ- "A"****Fire Fighting Duties**

All Fire Crew members shall be posted at Main Fire Station / Sub Fire Station of PQA on three (03) shifts basis (Each shift consisting on 24 hours basis) and shall be deployed by PQA in any vicinity of PQA / City Area in Karachi & any other city, as per directives for Fire Fighting duties. PQA Fire Brigade Routine Exercise Schedule (DAILY ACTIVITIES OF FIRE STAFF). Bidder should quote below inclusive of all taxes for the following:

Sr.	Description	Qty.	Educational Qualification	Professional Qualification	Experience	Rate on daily basis	Amount on monthly basis
01.	Fireman	74	Matriculate	Fireman Course from Civil Defence	3 years relevant experience		
02.	HTV Drivers	17	Matriculate	Valid HTV License	05 Years relevant experience		
03.	LTV Drivers	04	Middle	Valid LTV License	05 Years relevant experience		
<b>SST @ _____%</b>							
<b>GRAND TOTAL</b>							



**SCHEDULE / BOQ-“B”****EXTRA ORDINARY MANPOWER REQUIREMENT:**

Contractor shall be responsible to provide Fireman, HTV & LTV Drivers as and when required by PQA to meet the requirement of fire emergencies on following rates:

<b>S. No.</b>	<b>Pay Item</b>	<b>Rate per day</b>
i.	Fireman Charges	
ii.	HTV Drivers	
iii.	LTV Drivers	
<b>GRAND TOTAL</b>		

**EVALUATION CRITERIA FOR SELECTION**  
**FIRMS/CONTRACTORS FOR HIRING OF FIRE FIGHTING SERVICES FOR PQA FIRE BRIGADE**

**A. MANDATORY REQUIREMENTS (with supporting updated documents)**

- 1- Proof of Registration in Income Tax and Sindh Revenue Board (SRB)/Sales Tax Departments.
- 2- Proof as Active Tax Payer List (ATL).
- 3- Audited financial statements of last three years must be provided.
- 4- Proof of registration with EOBI/SESSI.
- 5- Proof of registration on E-pads

Note: (Non-provision of any one of above shall dis-qualify the firm at initial stage)

**B. Evaluation Criteria**

S. #	REQUIREMENT ( Supported by Documentary proof )	MAX. POINTS	POINTS OBTAINED
1.	<p><b><u>Experience of the firm in the relevant field:</u></b></p> <p><b>I</b></p> <p><b>(a) Similar nature of contract experience with other reputable Companies/Authorities/Government Departments</b></p> <p>i. Two Year Experience (10 pts.)</p> <p>ii. Four Years' Experience (20 pts.)</p> <p>iii. Six Years' Experience (30 pts.)</p> <p>iv. Eight Years' Experience (40 pts.)</p> <p align="right"><b>Max...40 pts.</b></p> <p>Note: copies of work orders &amp; completion certificates issued to the firms are to be provided &amp; can be verified from original &amp; issuing company if required.</p>	40	
2.	<p><b><u>Academic Capability of the Company/firm:</u></b></p> <p><b>Persons nominated in company (define their positions)</b></p> <p>i. Matriculation (01 point on each). (Max...02)</p> <p>ii. Inter mediate (02 points on each). (Max...04)</p> <p>iii. Graduate (2 points on each). (Max...06)</p> <p><b>Complete CV duly signed by concerned person &amp; verified/Stamped by company should be provided in original</b></p>	12	
3.	<p><b><u>Professional Capability of the Company/firm:</u></b></p> <p><b>Professional Capability of Manpower</b></p> <p>i. Fireman minimum qualification matriculation with certificate issued by Civil Defense, GOP (01 point on each). (Max...02)</p> <p>ii. Fireman minimum qualification Intermediate with certificate issued by Civil Defense, GOP (02 points on each). (Max...04)</p> <p>iii. Fireman minimum qualification graduation/P.G with certificate issued by Civil Defense, GOP (3.5 points on each). (Max...07)</p> <p><b>Complete CV duly signed by concerned person &amp; verified/stamped by company should be provided in original</b></p>	13	

4.	<p><b><u>Financial Soundness based on last three years average:</u></b></p> <p><b><u>Turn Over:</u></b></p> <ul style="list-style-type: none"> <li>❑ 10 Points for Rs. 400 Million Annual turnover <b>(Min pts. 10)</b></li> <li>❑ 01 point for every additional Rs. 05 Million <b>(Max pts. 05)</b></li> </ul> <p><b><u>Net Worth:</u></b></p> <ul style="list-style-type: none"> <li>❑ 10 Points for Rs. 200 Million Net Worth <b>(Min pts. 10)</b></li> <li>❑ 01 Point for every additional Rs. 05 Million <b>(Max pts. 05)</b></li> </ul> <p><b><u>Working Capital:</u></b></p> <ul style="list-style-type: none"> <li>❑ 03 Points for Rs. 80 Million Working Capital <b>(Min pts. 03)</b></li> <li>❑ 01 Point for every additional Rs. 02 Million <b>(Max pts. 02)</b></li> </ul>	35	
	<b>TOTAL</b>	<b>100</b>	

**Note-:** The minimum points to qualify are 70 and eligible to open their financial proposal.