



KARACHI PORT TRUST **CIVIL WORKS DIVISION**



ADDENDUM NO. 1

SUB: SUPPLY OF POTABLE WATER TO KPT OFFICES AND ACCOMODATIONS THOUGH BOWSERS FOR THE PERIOD OF THREE YEARS (01-03-2025 TO 29-02-2028).

(Minutes of the Pre-Bid Meeting held on 12-08-2024)

- Minutes of the Pre-Bid meeting held on 12-08-2024 at 1130 Hrs. for the subject work, published in Daily The News & Daily Express on 02-08-2024,
- The subject meeting was held in the Office of Chief Engineer and attended by the following:
 - Dy. Chief Engineer-I
 - Executive Engineer (PW)
 - Rep. of Finance Department
 - Rep. of M/s. M. Sohail Brothers
 - Rep. of M/s. M.S Tariq & Sons.
 - Rep. of M/s. HR Brothers.
- It is submitted that only 03 Nos. intending bidders attended the meeting and raised the following queries, whose replies are juxtaposed as under:

S. NO.	QUERIES	REPLY
a.	Under Clause IB 2.1, Please clarify whether a Bidder already in Joint Venture with a Licensed Hydrant Partner can participate as an individual capacity and stand eligible?	In response to the query raised, it is clarified that a bidder already possessing Joint Venture with a licensed hydrant partner can participate in an individual capacity and the same may stand eligible for this criteria.
b.	In para 3(c) of the advertisement, Please clarify that a normal stamp paper of Rs. 100 will be valid for serving the purpose?	It is clarified that only E-Stamped Non-Judicial paper shall stand valid as per current practices being followed and it shall remain same in true letter and spirit.

The meeting ended with a vote of thanks to all attendees.

NOTE: The meeting was conducted in accordance with the Bidding Documents and procedures.


EXECUTIVE ENGINEER (PW)
K.P.T

DAILY THE NEWS

DATED: 02-08-2024

KARACHI PORT TRUST

Gateway to Pakistan

A Great Heritage - A Vibrant Future

Tender Notice : Engineering Department

Tenders are invited by the Chief Engineer KPT, under PPRA Rule 36 (b) single stage two envelope from well experienced Water Bowers Contractors for the Supply of Potable Water through Bowers for the period of Three Years from 01-03-2025 to 29-02-2028. Complete details, scope of work and other terms and conditions, instructions are given in the document which could be purchased from the office of the Chief Engineer KPT.

NAME & SCOPE OF WORK	DATE & TIME OF RECEIPT AND OPENING OF TENDER
<p>SUPPLY OF POTABLE WATER TO KPT OFFICES AND ACCOMMODATIONS THROUGH BOWERS FOR THE PERIOD OF THREE YEARS (01-03-2025 TO 29-02-2028)</p> <p>The work comprises of :</p> <ul style="list-style-type: none">▪ Supply of Potable Water from TPX Hydrant to KPT Various Points / Port Area.▪ Supply of Potable Water from the KW&SC Hydrants to KPT Areas in case of disruption observed at TPX Hydrant. <p>(Bid Security amount Rs. 9.5 (M) fixed in the form of Pay Order in favour of Chief Accounts Officer KPT)</p>	<p>Receipt of Tender on 20-08-2024 at 1100 Hrs. and opening on same day at 1130 Hrs.</p> <p>Tender fee Rs. 5,000/- (Non-refundable)</p>

1. The Bid should be sealed in two separate envelopes, marked as "Technical Offer" & "Financial Offer". The Technical Bids alongwith Signed & Stamped Tender Documents will be opened on same day in presence of bidders representative. The Financial Bids will be kept in safe custody and the same only Technically Qualified firms will be opened. The Pay Order of Bid Security & Tender Fee are to be submitted with Technical Proposal.
2. The Intending Bidders may purchase the Tender Documents from the office of the Chief Engineer, KPT 2nd Floor KPT Head Office, Karachi against a written application on their letterhead and alongwith the Tender Fee amounting to Rs.5,000/- (Non-Refundable) in Shape of Pay Order in favor of Chief Account Officer KPT till 19-08-2024 during working hours less gazetted holidays. However, the Tender Documents are also available on KPT Website for study purpose only.
The Bid security of the work which is Rs. 9.5 (M) fixed (Refundable) will be submitted in a separate envelope alongwith the their Technical Bid at the time of submission of tender in Shape of pay Orders, in favor of Chief Account Officer KPT.
3. The Mandatory requirement to be fulfilled as mentioned from (a to j).
 - a) Copy of latest Valid NTN, SRB Certificates.
 - b) Copy of Online Tax verification (fresh copy of ATL).
 - c) Company Profile.
 - d) Affidavit, that the firm is non defaulter in Income Tax Department nor blacklisted by any Organization.
 - e) Experience of Supply of Water (as laid down in the Bidding Documents).
 - f) Authorization letter from KW&SC clearly indicating approved / sanctioned quota against the firm or in Joint Venture (JV) to fill the water bowers from any of its designated Water Hydrant in the City.
 - g) In case of companies and firms, last three years Audited Financial Statements are to be provided showing minimum average turnover of Rs. 50.0 Million.
 - h) In case of individuals / Sole proprietors, last three years tax returns filed with FBR are to be provided showing minimum turnover of Rs. 50.0 Million on average for three years. (As also specified in the Bidding Documents).
 - i) List of bowers in fleet of the Company. (As laid down in the Bidding Documents).
 - j) All submission will be duly signed & stamped by the Bidder.
4. Only the FBR & SRB Registered Bidders are eligible for bidding, Bidder has to quote their rates inclusive of all Govt. Taxes as applicable according to prevailing law at that time.
5. The Bid opening will take place in the Committee Room of the Civil Works Division, at 2nd Floor, KPT Head Office Building, Karachi on given date & time.
6. The Bidder must read the instructions contained in Para 1-5 carefully especially the Para-3 in its true letter & Sprit.
7. The KPT may reject all bids or proposals at any time prior to the acceptance of a Bid or Proposal. The KPT shall upon request communicate to any supplier or contractor who submitted a Bid or Proposal, the grounds for its rejection of all Bids or Proposals, but is not required to justify those grounds.
8. Intended Bidders are requested to attend the Pre-Bid Meeting in 12-08-2024 at 1100 Hrs. in Committee Room of Chief Engineer 2nd Floor Engineering Department KPT. Head Office, alongwith the queries in written, the reply of same would be posted at Websites of PPRA/KPT within 02 days of receipt of the queries.

CHIEF ENGINEER

KPT Head Office Building, Eduljee Dinshaw Road, Karachi-74000

UAN 111-KPT-111, Ph:99214318, Fax: 99214329-30

Web site: www.kpt.gov.pk PPRA web site address: www.ppra.org.pk

PHD K 38024



KARACHI PORT TRUST
GATEWAY TO PAKISTAN



CIVIL WORKS DIVISION

BIDDING DOCUMENT

FOR

**SUPPLY OF POTABLE WATER TO KPT OFFICES
AND ACCOMMODATIONS THROUGH BOWSERS
FOR THE PERIOD OF THREE YEARS
(01-03-2025 TO 29-02-2028)**

**SINGLE-STAGE – TWO ENVELOPE PROCEDURE
AUGUST-2024**

IMPORTANT NOTE:

**ALL BIDDERS SHALL RETURN THIS DOCUMENT WITH EACH PAGE
DULY SIGNED AND STAMPED, WITH THE TECHNICAL BID. OTHER
DOCUMENTS REQUIRED AS PER BIDDING REQUIREMENT SHALL ALSO
BE SUBMITTED.**

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KARACHI PORT TRUST
GATEWAY TO PAKISTAN



**CIVIL WORKS DIVISION
INVITATION FOR BIDS**

**SUPPLY OF POTABLE WATER TO KPT OFFICES AND ACCOMMODATIONS THROUGH
BOWSERS FOR THE PERIOD OF THREE YEARS (01-03-2025 TO 29-02-2028)**

Bid Reference No.: E/PW-28(1410) /2025-28

1. The Employer, **Karachi Port Trust**, invites sealed bids under Single Stage-Two Envelope bidding procedure from contractors/vendors having allotment of KW&SC licensed hydrants OR Joint Venture with the licensed contractor/ vendor, registered with FBR and SRB, for the **“SUPPLY OF POTABLE WATER TO KPT OFFICES AND ACCOMMODATIONS THROUGH BOWSERS FOR THE PERIOD OF THREE YEARS (01-03-2025 to 29-02-2028)”**
2. Eligible Bidders may obtain further information, inspect and acquire the Bidding Documents from the Office of the Employer, at **CHIEF ENGINEER**, Civil Works Division Karachi Port Trust (KPT), Eduljee Dinshaw Road, Karachi-74000.
3. A complete set of Bidding Documents may be purchased by any interested bidder on the submission of a written application to the above office and upon payment of a non-refundable fee of **Rs. 5,000/-**, in the form of pay order, in favour of Chief Accounts Officer, KPT. This advertisement along with the bidding document is available on KPT & PPRA Websites for study only. However, interested bidders shall purchase the bidding document after payment of prescribed fee.
4. All bids (Technical) must be accompanied by a Bid Security in the amount of **Rs.9.5 Million (Rupees: Nine Million Five Hundred Thousand Only)** in the form of pay order in favour of the Chief Accounts Officer, KPT and must be delivered to **CHIEF ENGINEER**, Civil Works Division Karachi Port Trust (KPT), Eduljee Dinshaw Road, Karachi-74000. at or before 11:00 hours, on **20-08-2024**. Bids will be opened at 11:30 hours on the same day, in the presence of bidder’s representatives who choose to attend at the same address.
5. All bidders must fill in the checklist before submission of bid in their own interest as per the Instructions to Bidders (IBs) and especially the Schedule F, which is an Eligibility and Qualification Criteria & requirement.

CHIEF ENGINEER,
Civil Works Division
Karachi Port Trust (KPT),
Eduljee Dinshaw Road, Karachi-74000.
Tel No. + 92 21 9921 4318
Fax No. + 92 21 9921 4329 – 30


CHIEF ENGINEER
K.P.T

**INSTRUCTIONS TO BIDDERS
&
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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. **Any Bid covering the partial scope of work will be rejected as non-responsive.**

1.2 Source of Funds

The Employer has arranged funds from its own sources.

IB.2 Eligible Bidders

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

- a) All vendor/suppliers having allotment/ award of KW&SC licensed hydrants or JV with licensed vendor/contractor.
- b) duly registered in the tax authorities (FBR & SRB) and possess NTN Number.

IB.3 Cost of Bidding

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

IB.4 One Bid per Bidder

4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Site Visit

5.1 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 construction of the Works. All cost in this respect shall be at the bidder’s own expense.

5.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands 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.6 Contents of Bidding Documents

6.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.8.1.

1. Instructions to Bidders & Bidding Data
2. Forms of Bid (for Technical & Price bid)& Schedules to Bid
Schedules to Bid comprise the following:
 - Schedule A to Bid: Schedule of Prices
 - Schedule B to Bid: Specific Works Data – Special Instructions
 - Schedule C to Bid: Proposed Programme of Works
 - Schedule D to Bid: Method of Performing Works
 - Schedule E to Bid: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Bid Security
 - (ii) Performance Security
 - (iii)Form of Contract Agreement
5. Specifications / special instructions
6. Drawings, if any

6.2 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 that are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.7 Clarification of Bidding Documents

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

7.2 The Engineer/Employer will respond to any request for clarification that it receives earlier than **Five (05) days** prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to the deadline for submission of Bids, who have received the Bidding Documents including a description of inquiry/queries but without identifying its source.

IB.8 Amendment of Bidding Documents

8.1 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 with the approval of the Chief Engineer.

- 8.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 8.1 hereof, and shall be communicated in writing to all Employer of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 8.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.9 Language of Bid

- 9.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language.

IB.10 Documents Comprising the Bid

11.1 10.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 10.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 10.1 A& B.

For Joint Venture Bidders

10.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
- (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

- (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
- (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- (f) A Bidder and all partners constituting the Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.

IB.11 Sufficiency of Bid

- 11.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 11.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for the execution and supply of water at various locations

IB.12 Bid Prices, Currency of Bid and Payment

- 12.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works/ Supply of water at various locationsto be performed under the Contract. Schedule A to Bid shall only be provided in Price Bid.
- 12.2 The price adjustment on account of change in fuel prices and labour wages shall be admissible as per special instructions given in Schedule B to Bid.
- 12.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the Pakistani Rupees only .

IB 13 Documents Establishing Bidders' Eligibility and Qualification

- 13.1 Pursuant to Clause IB.10, 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.

- 13.2 Bidder 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.

The documentary evidence of the Supply / Works' conformity to the Bidding Documents should be in the form of Schedule F to bid and the bidder shall furnish the required documents as set out in the Schedule F of the Bid

IB.14 Documents Establishing Supply of Water / Works' Conformity to Bidding Documents

- 14.1 To establish the conformity of the Supply of Water to various locations / Works to the Bidding Document, the Bidder shall furnish as part of its Bid the Certificate that the Water to be supplied shall conform to the specified health and environmental requirements and violation of the same shall be dealt in accordance with the conditions of Contract.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security for an amount of **as specified in bidding data**. Rupees in the form of Pay order or a Bank Guarantee issued by a Scheduled Bank in Pakistan having at least AA rating from PACRA/JCR in favour of the Chief Accounts Officer, KPT valid for a period up to twenty eight (28) days beyond the bid validity date.
- 15.2 Original Bid Security shall be submitted with the Technical Bid. The same **not accompanied by an acceptable Bid Security shall be rejected by the Employer and treated as non-responsive.**
- 15.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 15.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.32 and signed the Contract Agreement, pursuant to Sub-Clauses IB.33.1&33.2.
- 15.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 25.2 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.32, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB. 33.1 & 33.2

IB.16 Validity of Bids

- 16.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
In exceptional circumstances, prior to the expiry of the original bid validity period, the Employer may request that the Bidders to 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.17 Pre-Bid Meeting

- 17.1 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 Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than **one (1) day** before the proposed pre-bid meeting.
- 17.3 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 IB 6 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.8 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letters of Price and Technical Bids 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.

- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 10 and clearly mark it “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, 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.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.
 - (c) The technical bid should comprise of documents listed in IB10.1 (A) & the price bid should comprise of documents listed in IB 10.1 (B) which shall be placed in separate envelopes in accordance with IB 10.1.
- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address as under:
CHIEF ENGINEER,
Civil Works Division
Karachi Port Trust (KPT),
EduljeeDinshaw Road, Karachi-74000.
Tel No. + 92 21 9921 4318
Fax No. + 92 21 9921 4329 – 30

- (b) Bear the name and identification number of the contract as under:
“SUPPLY OF POTABLE WATER TO KPT OFFICES AND ACCOMMODATIONS THROUGH BOWSERS FOR THE PERIOD OF THREE YEARS (01-03-2025 TO 29-02-2028)”

Bid Reference No: **E/PW-28(1410)2025-28/**

- (c) **Provide a warning not to open before the time and date for bid opening:**

19.3 In addition to the identification required in IB 19.2 hereinabove, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.22

19.4 **If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility whatsoever for the misplacement or premature opening of the Bid.**

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than :
- (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.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.8, 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.21 Late Bids

- 21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.24 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.

E BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB. 22 Bid Opening

22.1 The Employer will open the Technical Bids in public at the address, date and time in the presence of Bidders` designated representatives and anyone who choose to attend.

The Price Bids will remain unopened and will be held in the custody of the Employer until the specified time of their opening. All bidders must note that "WITHDRAWAL", SUBSTITUTION" and "MODIFICATION" of bids is NOT ALLOWED

22.2 DELETED

22.3 DELETED

22.4 DELETED

22.5 The Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) the presence of a Bid Security, and
- (c) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

Preliminary Examination of Technical Bids

22.6 a) The Employer shall first examine qualification and experience as per bidding requirements submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in bidding requirements. Only substantially responsive qualification shall be considered for further evaluation.

b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.

22.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.

22.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.

The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

- 22.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.
- 22.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publicly in the presence of Bidders` representatives who choose to attend at the address, date and time specified by the Employer. The Bidder`s representatives who are present shall be requested to sign a register evidencing their attendance.
- 22.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) The name of the Bidder;
 - (b) The Bid Prices, including any discounts and alternative offers; and
 - (c) Any other details as the Employer may consider appropriate.
- Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

IB.23 Clarification of Bids

- 23.1 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.
- 23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer`s request for clarification, its bid may be rejected

IB.24 Examination of Bids and Determination of Responsiveness

- 24.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 24.2 A substantially responsive bid is one which
- (i) meets the eligibility and qualification criteria;
 - (ii) has been properly signed;
 - (iii) is accompanied by the required Bid Security in original;
 - (iv) Includes signed Integrity Pact where required as per clause IB.35 and
 - (v) 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;
(iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

- 24.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

IB.25 Correction of Errors

- 25.1 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.

- 25.2 The amount stated in the Letter of Price 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.15.5 (b) hereof.

IB.26 Evaluation and Comparison of Bids

- 26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.24.

- 26.2 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.25;
- (c) Making an appropriate adjustment for any other acceptable variation or deviation.

- 26.3 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.

- 26.4 If the Bid or the individual rates quoted with respect to source and delivery of potable water, of the successful bidder is seriously unbalanced in relation to the Employer's estimate for respective source and delivery of potable water or 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 delivery 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.

IB.27 Process to be Confidential

- 27.1 Subject to Sub-Clause IB.24.1 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 27.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.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 most advantageous 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 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 bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons 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.
- 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.
- 30.4 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 Bidding Data Sheet and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 31.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.32 Signing of Contract Agreement

- 32.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form 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 14 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, interalia, 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-L 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 bidder non-responsive.

IB.35 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents

BIDDING DATA

Instructions to Bidders

Clause Reference

- 1.1 Name of Employer: Trustees of the Port of Karachi i.e. KPT

Brief Description of Works

SUPPLY OF POTABLE WATER TO KPT OFFICES AND ACCOMMODATIONS THROUGH BOWSERS FOR THE PERIOD OF THREE YEARS (01-03-2025 TO 29-02-2028)

Civil Works Division of KPT is entrusted with the upkeeping and maintenance of Port's infrastructure, constructed port facilities, offices, accommodations of Officers and staff, etc within KPT limits. The department is also responsible to fulfill the demand for sweet water at various locations. The demand is currently being fulfilled through supply of potable water by bowsers and the same is being delivered at the desired various facilities, offices, and accommodations of KPT. The delivery points are not limited to the list provided in the special instructions.

The ongoing contract is going to expire on 28-02-2025. Therefore, this tender process is being undertaken to supply the water for **three years** only

- 5.1 (a) **Employer's address:**
CHIEF ENGINEER,
Civil Works Division
Karachi Port Trust (KPT),
EduljeeDinshaw Road, Karachi-74000.
Tel No. + 92 21 9921 4318
Fax No. + 92 21 9921 4329 – 30
- (b) **Engineer's address:**
CHIEF ENGINEER,
Civil Works Division
Karachi Port Trust (KPT),
EduljeeDinshaw Road, Karachi-74000.
Tel No. + 92 21 9921 4318
Fax No. + 92 21 9921 4329 - 30

10.1 A The Bidder shall submit with its Technical Bid the following documents:

- i. **Covering Letter**
- ii. **Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5)**
- iii. **Form of Technical Bid, duly filled, signed in accordance with submission of the bid.**
- iv. **Bid Security furnished in accordance with IB.15.Original Bid security shall be submitted with Technical Bid**
- v. **Documentary evidence in accordance with Clause IB.13 (Qualification and Experience – Schedule F to Bid**

- vi. **Documentary evidence in accordance with Clause IB.14 (Certificate from Contractor that water to be supplied shall conform to the applicable health and environmental standards.**
- vii. **Schedules to Bid (B to E) duly signed and stamped by the Bidder**
- viii. **Past Performance, Current Commitment (as per Schedule F)**
- ix. **Financial Competence and Access to Financial Resources (as per Schedule F)**
- x. **Pending litigation information**

10.1(B)The Bidder shall submit with its Price Bid the following documents:

- i. **Letter of Price Bid**
- ii. **Schedule of Price / Bill of Quantities - SCHEDULE A**

IB 13 Documents Establishing Bidders' Eligibility and Qualification

13.1 As per Schedule F to Bid

15.1 **Amount of Bid Security: PKR 9.5 Million only-** in the form of pay order
in favour of the Chief Accounts Officer, KPT

16.1 **Period of Bid Validity: 180 days from the date of submission**
i.e. 20-08-2024 + 180 days = 16-02-2025

IB.17 Pre-Bid Meeting

Venue: Committee Room of CW Division,

Time: 1100 hrs

Date: **12-08-2024**

20.1(a) Deadline for Submission of Bids - 11:00 AM on 20-08-2024

Last date for Issuance of Tender Documents 19-08-2024

22.1 Venue, Time, and Date of Bid Opening

Venue: Committee Room of CW Division,

Time: 1130 A.M

Date: **20-08-2024**

**Letters of Technical Bid/ Price Bid,
And
Schedules to Bid**

Letter of Technical Bid

Date: -----

Bid Reference No.: E/N-28(1241)2022-24

Name of Work: SUPPLY OF POTABLE WATER TO KPT OFFICES AND ACCOMMODATIONS THROUGH BOWSERS FOR THE PERIOD OF THREE YEARS (01-03-2025 TO 29-02-2028)

To:

CHIEF ENGINEER,
Civil Works Division
Karachi Port Trust (KPT),
EdujjeDinshaw Road, Karachi-74000.
Tel No. + 92 21 9921 4318
Fax No. + 92 21 9921 4329 - 30

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 8;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a **period of 180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB / BDS.10.1A of the Bidding Data Sheet.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Letter of Price Bid

Date: -----

Bid Reference No.: E/PW-28(1410)2025-28/

Name of Work: SUPPLY OF POTABLE WATER TO KPT OFFICES AND ACCOMMODATIONS THROUGH BOWSERS FOR THE PERIOD OF THREE YEARS (01-03-2025 TO 29-02-2028)

To:

CHIEF ENGINEER,
Civil Works Division
Karachi Port Trust (KPT),
EdujeeDinshaw Road, Karachi-74000.
Tel No. + 92 21 9921 4318
Fax No. + 92 21 9921 4329 - 30

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)8;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- (c) The discounts offered and the methodology for their application are:
- (d) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB / BDS.10.1B of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

SCHEDULES TO BID INCLUDE THE FOLLOWING:

FOR TECHNICAL BID ONLY:

All schedules shall be signed and stamped

- Schedule B to Bid: Specific Works Data duly signed and stamped by the Bidder
- Schedule C to Bid: Proposed Programme of Works
- Schedule D to Bid: Method of Performing Works
- Schedule E to Bid: Integrity Pact
- Documentary evidence in accordance with Clause IB.13 (Qualification and Experience – as per Schedule F to Bid
- Documentary evidence in accordance with Clause IB.14 (Certificate from Contractor stating conformance to applicable health and environmental standards. (for supply and transportation from KW&SC Hydrants)
- Past Performance, Current Commitment- – as per Schedule F to Bid
- Financial Competence and Access to Financial Resources— as per Schedule F to Bid
- Pending litigation information

SCHEDULE – A TO BID

S. NO.	DESCRIPTION OF WORK	LOCATION	EXAMPLE CALC (Per browser of 1000 gallons capacity)	BIDDER'S QUOTATION (Per browser of 1000 gallons capacity)	
			In Figures (Rs)	In Figures (Rs)	in words (Rs)
1.	Only Transportation of Potable Water through bowsers from TPX hydrant.				
	At KPT various points and inside & outside Port Area or another nearby area, as directed by KPT.	Inside Bonded Areas	Rs. (a)		
	Note: Rates of delivery under this item should be less than rates of delivery under item (2) below, as supply of water through TPX hydrant would be free of charge.	Outside	Rs. (b)		
		Manora	Rs. (c)		
2.	Supply & Transportation of Potable Water through bowsers from any KW&SC Hydrants.				
	At KPT various points and inside & outside Port Area or another nearby area, as directed by KPT.	Inside Bonded Areas	Rs. (d)		
	Note: This rate will be utilized only in case the TPX Hydrant is not functional.	Outside	Rs. (e)		
		Manora	Rs. (f)		
A	Average Rate per 1000 gallons	Rs = (a+b+c+d+e+f)/ 6/1000			
B	Total approximate Demand of <u>219,000,000 gallons</u>				
C	Bid Amount (Average Rate per 1000 gallons x Total approximate Demand of <u>219,000,000 gallons</u>) for three years	(AxB)/1000			
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words). -----				


CHIEF ENGINEER
K.P.T

ALL BIDDERS SHOULD NOTE THAT IT WILL BE THE PREROGATIVE OF KPT, FROM WHERE THE WATER IS TO BE SUPPLIED.

IMPORTANT NOTE:

The average rate calculated above, is only for the purpose to determine Contract Price and Performance security. Payment to the successful bidder shall be made in accordance with the quoted rates.

The quoted bid price should include the following items:

1. 2 x Latest Smart Cell Phones along with sims (this item will be returned to Contractor at the end of Contract)
2. 2x Mobile phone cards worth Rs. 6000 each per month for 36 months
3. 1 x Car / Vehicle 1200CC (Suzuki Swift DLX) of 2024 Model with 250 Liters Fuel per Month alongwith maintenance for 36 months - (this item will be returned to Contractor at the end of Contract)
4. 1 x Motor Bike (Honda CD70) with Rs. 15,000/- for Fuel per Month alongwith maintenance for 36 months - (this item will be returned to Contractor at the end of Contract)
5. 2 x Laptop latest models (Core i7, at-least 13th generation Alien Ware or equivalent) – (this item will be property of Engg. Department)
6. 1 x LaserJet printers (HP or equivalent)– (this item will be property of the Engg. Department)

SCHEDULE - B TO BID

SPECIFIC WORKS DATA - SPECIAL INSTRUCTIONS

NAME OF WORK: SUPPLY OF POTABLE WATER TO KPT OFFICES AND ACCOMMODATIONS THROUGH BOWSERS FOR THE PERIOD OF THREE YEARS (01-03-2025 TO 29-02-2028)

S. No.	Description of Work
1.	The General Conditions of Contract, Preamble to the Schedule of Quantities, and other Contract Documents shall be read in conjunction with the special instructions. Any matter referred to or shown or described in any of the former is not necessarily repeated in the latter. Although the tender documents are sub-divided under different headings, every part of it shall be deemed supplementary to and complementary to every other part and shall be read with it or into it so far as may be practicable to do so.
2.	The contractor shall arrange supply of water through bowsers of the capacity of about 3000 to 5000 gallons or more to meet & suit the demand/requirement capacity of the water tank. Rates for supply of water through bowsers per trip of 1000 gallons are to be offered. The capacity of water tankers will be assessed by water flow meters and payment will be made on the basis of actual reading recorded from the water flow meter at individual points. The supply of potable water at various points of Port from TPX Hydrant / KW&SC's Hydrants as per bidding conditions / contract or as directed by the Authorized representative of KPT. Number of bowsers can be increased or decreased subject to the availability of water & KPT demands/requirements. Alongside the contractor shall be responsible to pay KW&SC Bill.
3.	All expenses for the supply of potable water through bowsers viz. cost of Bowsers, driver, helper, fuel, filling charges, additional items as mentioned in the Schedule A to Bid, permanent smart cards for entry into the walled area of port for calibrated bowsers registered with KPT& gate passes for unregistered bowsers, including posting of full time one authorized representative to KPT Head Office to receive instructions and submit compliance report thereto etc. shall be borne by the Contractor. The water however shall be supplied by KPT free of cost from TPX hydrant Whereas, water from any designated KW&SC Hydrants' shall be purchased by the Contractor and rate thus quoted should be inclusive of the cost thereof. However, the increase in water filling charges from KW&SC will be admissible.
	<p>Sign of Bidder : _____</p> <p align="right">Stamp of Bidder: _____</p>

4.	The KPT will issue permanent entry cards for calibrated bowsers registered with KPT on the expenses of the contractor to enter in the port area. However, for un-registered bowsers, the contractor shall obtain entry passes on his expenses.
5.	In case of failure on the part of Contractor to supply water in accordance with daily demand at any points of the Port, the Contractor shall be liable either to pay an amount twice to the rate quoted in the bid, as penalty or KPT will purchase water from open market to fulfill the demand and the amount so incurred shall be deducted from any money payable to the Contractor. In event of contractor's failing for supplying of water to the entire satisfaction of the Employer, the contract shall be terminated by giving them 7 days' notice and the supply of portable water to be carried out departmentally or through some other agency at the risk cost and consequences of the contractors.
	<p>Sign of Bidder : _____</p> <p>Stamp of Bidder: _____</p>

<p>6.</p>	<p><u>Force Majeure</u></p> <p>“Event of force Majeure” means an event beyond the control of KPT and the contractor which prevents a Party from complying with any of its obligations under this contract, including but not limited to:</p> <ul style="list-style-type: none"> a) Act of God (such as, but not limit to, fires, explosions, earthquakes, drought and floods). b) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo. c) Strikes announced by the Transporter Associations / Water Tankers Association Drivers or others, non supply of fuels for any reason, Law & order situation, political issues and un-rest situation in the city, Non- availability of sufficient water at the source i.e Hydrants, Closer of Hydrants by KW&SC or by the Association, Shortage of water at Hub dam, C&T Reservoir / Dhabeji Source and power failure by Karachi Electric at Hydrants etc or any other act beyond human control making the supply impossible. <p><u>Consequences of Force Majeure Event:</u></p> <ul style="list-style-type: none"> a) Neither KPT nor the Supplier shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by an Event of Force Majeure event. b) The party (the “Effected Party”) prevented / hindered from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. c) If any notice of such force Majeure in not served written reasonable time, actions for default will be taken by KPT in term of contract. <p><u>KPT’s Responsibility</u></p> <ul style="list-style-type: none"> a) Upon occurrence of Force Majeure event being foreseen by KPT to constitute force Majeure and which may affect performance of KPT’s obligations, it shall promptly notify the contractor and shall endeavour to continue to perform its obligations as far as reasonably practicable. KPT shall also promptly notify the contractor of any proposals, with the objectives of completing the Services. b) No payment, whatsoever, shall be payable to and by either party income of event of force majeure.
	<p>Sign of Bidder : _____ Stamp of Bidder: _____</p>
<p>7.</p>	<p>The contractor shall offer rate for supply of water to various points at the outside walled area & inside walled area of Port, irrespective of any number of bowsers supplied inside the Port or outside the Port.</p>

8.	Hydrant/filling point at TPX (if water is available from KW&SC Line) will remain operational round the clock. In case of unforeseen emergency beyond the control of KPT, or due to non availability of water/electricity or under any circumstances then KPT may close hydrant and no claim, whatsoever, of supplier or contractor for idle / standby vehicles or employees will be entertained. Further, it will be the prerogative of KPT to direct the contractor to supply water either from TPX Hydrant or approved KW&SC's Hydrant, whichever is advantageous or favorable to KPT.
9.	The Chief Engineer or his authorized representative shall ask for a supply of water through bowsers and the contractors shall / will be required to supply the same immediately any time during day and night including holidays . The Chief Engineer or his representative may ask for one or more tankers at a time as per requirement of user. The water will be discharged in the underground water tanks through flow meters at sites specified / KPT Crafts as per directions of the Chief Engineer or of his authorized representative. If the water is supplied without passing through flow meters, such supply shall become null & void and no any claim whatsoever shall be entertained by KPT.
10.	The Contractors shall be responsible for any damage to or loss of KPT's property and personnel and will have to compensate the KPT to make good the same at their risk and cost. The Contractors shall keep the Board, Chief Engineer and his representatives indemnified against the risk of damage to any third party property and or injury whatsoever caused to any other person. The Contractors shall carry out and supply the water according to the directions and instructions given either by the Chief Engineer or his authorized representative as per General Conditions of contract.
11.	The Contractors shall not assign/sublet the contract or any portion thereof to any other party. If it is found or reported any other third party, it would be treated as breach of contract and the performance guarantee will be forfeited.
12.	In case of any fault observed in the flow meter, the water will be measured at the premises through calibration of bowsers made by the Joint Committee at the beginning of the contract. This would be a purely temporary arrangement that will remain effective till the rectification/replacement of the flow meter. During such a temporary arrangement, payment will be made as per the assessment of the joint committee. However, in normal circumstances, all payments shall be made strictly in accordance with flow meters. Sign of Bidder : _____ Stamp of Bidder: _____
13..	The contractor must ensure that all the bowsers are in perfect condition and there should be no leakage from any bowser. No filled bowser will be allowed to move, without properly closing its cover on the top side, failure of which will liable to fine of Rs.5000/-. Any other challan/penalty imposed by Traffic Police will be on account of the contractor shall be fortified.

14.	That in the event, Contractor is, failing, refusing or neglecting to perform the whole or any part of this Agreement, the Board shall forfeit the whole performance security, or such part thereof, as the Board in its absolute discretion consider fair and reasonable, and the Board shall be entitled to terminate the Agreement forthwith without any notice and without being liable for any compensation whatsoever and to grant the aforesaid contract to any other party on any terms as they may deem proper. The decision of the KPT Board shall be communicated by the Chief Engineer and the same shall be final, conclusive and binding upon the contractor.
15.	<p>The contractor shall supply water from TPX Hydrant or the approved KW&SC's Hydrant to the destinations (inside and outside port areas), including Manora, as directed by KPT. However, it will be the prerogative of KPT to direct the contractor to supply water either from TPX Hydrant or KW&SC Hydrant, whichever is advantageous or favorable to KPT.</p> <p>No payment shall be made to the contractor till submission of list of tankers engaged with a florescent sticker indicating “For KPT USE ONLY” Registration Nos. of tankers duly verified from the Surveyors / Agencies appointed by KPT. All expenditure in obtaining the certificate indicating the capacity of each water tanker and proper sticker thereon shall be borne by the Contractor.</p>
16.	The water supplied from designated KW&SC's Hydrants shall be randomly tested by KPT from approved water lab on weekly basis or random as per situation so warrants from the recognized / reportable laboratories as directed on contractor's expenses before pouring in any of the underground tanks of KPT installation. If any bowser is found with brackish or contaminated water or unfit water for human consumption, the same will not be accepted and then KPT will impose a fine . penalty of Rs.50,000/- on such bowser & no payment of water shall be made thereof. The contractor would also be responsible to clean the tanks forthwith, where the contaminated water has been delivered. In case of failure, the same shall be carried out by KPT at the risk & cost of the contractor and such payment shall be adjusted from any due payment or performance security.
17	<p>During the period of this contract if at any time the standard of purity of water is not maintained by the Contractor & if any claim arises from injury caused by the bad quality of water and any loss/damage occurs, thereof the Contractor shall be responsible to pay off, by indemnifying the KPT Board, officers and employees. In case of failure, the same shall be carried out by KPT at the risk & cost of the contractor and such payment shall be adjusted from any due payment or performance security.</p> <p>Sign of Bidder : _____ Stamp of Bidder: _____</p>
18.	<ul style="list-style-type: none"> • Withholding Income tax on supply of water and Sales Tax will be applied as per the prevailing law, and no adjustments shall be entertained by KPT, in case of variation in the tax rates. • Accordingly, bid price should include all applicable taxes, duties including stamp duty etc.

19.	KPT will reimburse the contractor the difference of increase in prices of fuel (light / high-speed diesel) for those bowsers, which will perform KPT's duty of water supply provided that the increases are due to Govt. notification or officially notified by OGRA. In case of Govt's notification of a decrease in prices of diesel, the KPT will recover the differences of amount from the contractor's bill accordingly. The differences of diesel prices will be calculated on the basis of the base price of diesel as on the date of opening of tender and as per clause 20 hereunder.
20.	<p>In case of an increase in fuel prices, the Contractor has to submit to KPT for payment the bill of escalation alongwith documentary proof of increase in fuel prices, at the following fuel consumption scale on supply of water from the two individual sources:</p> <p>-</p> <p>Fuel adjustment shall be made as under:</p> <p>(I) <u>FOR TPX:</u></p> <ul style="list-style-type: none"> • for a tanker of 3300 gallons, the average fuel consumption is 5.36 liters for one trip. • Fuel consumption of X Gallon = $5.36 \times (\text{Cap X} / 3300)^{0.6}$ • Example: Fuel consumption of 12,000 gallons = $5.36 \times (12000/3300)^{0.6} = 11.63$ Ltrs <p>(II) <u>FOR KW&SC:</u></p> <ul style="list-style-type: none"> • for a tanker of 5000 gallons, the average fuel consumption is 6.5 liters for one trip. • Fuel consumption of X Gallon = $6.5 \times (\text{Cap X} / 5000)^{0.6}$ • Example: Fuel consumption of 12,000 gallons = $6.5 \times (12000/5000)^{0.6} = 10.99$ Ltrs
21.	This tender is for the supply of potable water for the period of three-year w.e.f. 01-03-2025 to 28-02-2028. Therefore, only Escalation / de-escalation in prices of fuel (i.e. diesel) through Govt. notification under the <u>clause 20</u> as above of this special instruction to contractor will be followed.
22.	Filling charges of water if escalated or deescalated by KW&SC duly notified by KW&SC shall be adjusted accordingly from the first date of succeeding month of the effective date. The adjustment shall be differential amount i.e New Rate (per 1000 gallon) minus Old Rate (1000 per gallon). This rate shall only be applicable on the supply of water through KW&SC Hydrants.
23.	<p>The KPT may reject all bids or proposals at any time prior to the acceptance of bid or proposal. The KPT shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.</p> <p>Sign of Bidder : _____ Stamp of Bidder: _____</p>

<p>24.</p>	<p>The Contractor shall provide to his site supervisory staff Two sets of brand new mobile phones with prepaid connections and with monthly prepaid card of Rs.6000/= for each mobile phone during the contract period. These mobile phone sets will remain the property of Contractor and will be returned back at the time of expiry of contract. The Contractor shall make his own arrangement for stationery and office furniture viz two tables, four plastic & four wooden chairs including one wooden / steel almirah or cabinet for use of his staff deputed at TPX Hydrant during the contract period. The furniture will remain Contractor's property and can be taken back by him at the time of expiry of contract.</p> <p>The Contractor shall provide the here in below facilities to KPT. The quoted bid price should include the following items:</p> <ol style="list-style-type: none"> 1. 2 x Latest Smart Cell Phones along with sims (this item will be returned to Contractor at the end of Contract) 2. 2x Mobile phone cards worth Rs. 6000 each per month for 36 months 3. 1 x Car / Vehicle 1200CC (Suzuki Swift DLX) of 2024 Model with 250 Liters Fuel per Month alongwith maintenance for 36 months - (this item will be returned to Contractor at the end of Contract) 4. 1 x Motor Bike (Honda CD70) with Rs. 15,000/- for Fuel per Month alongwith maintenance for 36 months - (this item will be returned to Contractor at the end of Contract) 5. 2 x Laptop latest models (Core i7, at-least 13th generation Alien Ware or equivalent) – (this item will be property of Engg. Department) 6. 1 x LaserJet printers (HP or equivalent)– (this item will be property of the Engg. Department)
	<p>Sign of Bidder : _____ Stamp of Bidder: _____</p>

PROPOSED PROGRAMME OF WORKS

The successful bidder shall deliver the required quantity of potable water at the locations not limited to the list attached. Bidder should note the following conditions for the supply of potable water

Only Transportation of Potable Water through bowsers from TPX hydrant.

At KPT various points and inside & outside Port Area or another nearby area, as directed by KPT.

Note: Rates of delivery under this item should be less than rates of delivery under item (2) below, as supply of water through TPX hydrant would be free of charge.

Supply & Transportation of Potable Water through bowsers from any KW&SC Hydrants.

At KPT various points and inside & outside Port Area or another nearby area, as directed by KPT.

Note: This rate will be utilized only in case the TPX Hydrant is not functional.

ALL BIDDERS SHOULD NOTE THAT IT WILL BE THE PREROGATIVE OF KPT, FROM WHERE THE WATER IS TO BE SUPPLIED

Sign of Bidder : _____

Stamp of Bidder: _____

SCHEDULE – D TO BID

METHOD OF PERFORMING WORKS

The successful bidder shall deliver the required quantity of potable water at the locations not limited to the list attached. Bidder should note the following conditions for the supply of potable water

Only Transportation of Potable Water through bowsers from TPX hydrant.

At KPT various points and inside & outside Port Area or another nearby area, as directed by KPT.
Note: Rates of delivery under this item should be less than rates of delivery under item (2) below, as supply of water through TPX hydrant would be free of charge.

Supply & Transportation of Potable Water through bowsers from any KW&SC Hydrants.

At KPT various points and inside & outside Port Area or another nearby area, as directed by KPT.
Note: This rate will be utilized only in case the TPX Hydrant is not functional.

ALL BIDDERS SHOULD NOTE THAT IT WILL BE THE PREROGATIVE OF KPT, FROM WHERE THE WATER IS TO BE SUPPLIED

Sign of Bidder : _____

Stamp of Bidder: _____

SCHEDULE – E TO BID

**(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. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time 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:	Name of Seller/Supplier:
Signature:	Signature:
[Seal]	[Seal]

Sign of Bidder : _____

Stamp of Bidder: _____

SCHEDULE – F TO BID QUALIFICATION CRITERIA
AS PER IB 13 – DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION

	Particulars	Requirement	Details	Attachments
A.	Legal Status of Firm	Mandatory		
1	in case of Sole proprietorship Concern. Business Address and Residential Address.	Mandatory, if applicable		
2	In case of Partnership Concern. a) Name of the Partners with their Residential Address. b) Partnership Deed & Certificate of Registration.(Attach Certified Copies)	Mandatory, if applicable		
3	In Case of Private Ltd. Company a) Name of all Directors with their Residential Address. b) Memorandum & Articles of association of the company & Certificate of incorporation.(Attach Printed, Certified Copies)	Mandatory, if applicable		
4	In Case of Public Ltd. Company Memorandum and Articles of Association and Certificate, of incorporation (Attach Printed, Certified Copy)	Mandatory, if applicable		
5.	Registered with FBR & SRB	Mandatory		
6.	JV Agreement as per Annexure-I			

Sign of Bidder : _____

Stamp of Bidder: _____


CHIEF ENGINEER
K.P.T

SCHEDULE – F TO BID QUALIFICATION CRITERIA
AS PER IB 13 – DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION

	Particulars	Requirement	Details	Attachments
C	PARTICULAR EXPERIENCE			
C1	MANDATORY REQUIREMENTS			
1.	KW&SC Water Hydrant License (Letter of Award from KW&SC)	Mandatory		
C2	SCORING CRITERIA (TECHNICAL)			
1.	Number of years of Supply of Water through Bowsers carried out in Pakistan (Attach copies of previous work orders. KPT RESERVES THE RIGHT TO CHECK THE PROVIDED RECORD FROM THE EMPLOYERS OF BIDDERS. IN CASE OF FAKE OR FORGED SUBMISSIONS, BID WILL BE REJECTED AND BID SECURITY WILL BE FORFEITED) Scoring: 1 to 5 yrs – 5 marks 6-10 yrs - 10 marks More than 10yrs - 20 marks	Max points = 20		
2.	Water tanker with following categories at least 15 tankers with: <ul style="list-style-type: none"> • 5 x tankers equal to or more than 12,000 gallons capacity (Max 40 marks @ 8 marks for each tanker) and • 10 x tankers of 5000 to 8,000 gallons capacity.(Max 60 marks @ 6 marks for each tanker), • 5 x tankers of 3000 to 5000 gallons capacity (Max 30 marks @ 6 marks for each tanker) Bidders shall provide documentary evidence for the above vehicles- with Registration Books and calibration certificates)	Max points = 130		
C3	SCORING CRITERIA (FINANCIAL)			
1.	In case of companies and firms, last three years Audited Financial Statements are to be provided showing minimum average turnover of Rs. 50 (Million) In case of individuals / Sole proprietors, last three years tax returns filed with FBR are to be provided showing minimum turnover of Rs. 50 (Million) on average.	MANDATORY		
	MAXIMUM SCORE	150 Points		
	For TECHNICAL QUALIFICATION - PASSING MARKS 60 % (Overall)	97.5 points		

NOTE: In case of JV each firm will be evaluated individual and highest weightage will be given to the lead JC Firm i.e. 60% for lead JV Firm and 40% for Associates Firms


 CHIEF ENGINEER
 K.P.T

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 SEVEN(07) 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, **water tankers** 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 / **water to be supplied**, 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 **Supply of Portable Water at various locations**

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, **gate passes** 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 **including Water tankers** and Contractor's Equipment which may be required. Contractor will be responsible for successful performance of the contract , complete in all respect.

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 for the amount and validity specified in Contract Data.

5. EMPLOYER'S RISKS

5.1 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.

6. DELETED

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 **or in Schedules of Bid.**

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 8.3 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 liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works / **supply of potable water** 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 – Refer 11.1 (a) of Contract Data

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 9.

11.2 Monthly Statements – PLEASE REFER CONTRACT DATA

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 Deleted

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.

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.

The Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

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

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

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 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.

15.3 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.

16 INTEGRITY PACT

16.1 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

(a) 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.

CONTRACT DATA

Sub-Clauses of Conditions of Contract

Clause Ref No.		
1.1.2	Specifications means	the requirements as set out in the schedules of Bid
1.1.3	Employer's Drawings, if any	Deleted
1.1.4	The Employer means	Trustees of the Port of Karachi
1.1.5	The Contractor means	Successful bidder
1.1.7	Commencement Date means	The date of issue of Engineer's Notice to Commence which shall be issued within FOURTEEN (14) days of the signing of the Contract Agreement. Or issuance of LOA and submission of performance security, whichever is earlier.
1.1.9	Time for Completion	3 years
1.1.20	Engineer	CHIEF ENGINEER, CW Division Karachi Port Trust (KPT), EdujleeDinshaw Road, Karachi-74000. Tel No. + 92 21 9921 4318 Fax No. + 92 21 9921 4329 – 30
1.3	Documents forming the Contract listed in the order of priority:	(a) The Contract Agreement (a) Letter of Acceptance (b) The completed Form of Bid (c) The completed Schedules to Bid including Schedule of Prices (d) Contract Data (e) Conditions of Contract (f) List of destination points
2.1	Provision of Site:	Immediately after issuance of Work Order / Letter of Commencement, whichever is earlier.
3.1	Authorized person :	CHIEF ENGINEER, CW Division Karachi Port Trust (KPT), EdujleeDinshaw Road, Karachi-74000. Tel No. + 92 21 9921 4318 Fax No. + 92 21 9921 4329 – 30
3.2	Name and address of Engineer's/Employer's representative	CHIEF ENGINEER, CW Division Karachi Port Trust (KPT), EdujleeDinshaw Road, Karachi-74000. Tel No. + 92 21 9921 4318 Fax No. + 92 21 9921 4329 – 30
4.4	Performance Security:	In the form of Pay Order in Shape of pay Order, in favor of Chief Account Officer KPT. Amount : 10 % of Contract Price Validity : 28 days beyond completion date <ul style="list-style-type: none"> • After satisfactory completion of the 1st year, 33% of the Performance Security shall be released to the Contractor. • After satisfactory completion of the 2nd year, 33% of the remaining Performance Security shall be released to the Contractor.

		<ul style="list-style-type: none"> • Remaining 34% of the performance security will be released upon successful completion of the assignment
6.		GC Clause 6 along with sub-clauses are deleted
7.2	Programme:	The successful bidder shall deliver the required quantity of potable water at the locations not limited to the list attached
7.4	Late Completion	Amount payable due to failure to complete shall be Rs. 465,000/- per day up to a maximum of (10%) of sum stated in the Letter of Acceptance, as liquidated damages.
7.5	Late / No Delivery of Water:	<p>Add new sub clause:</p> <p>In case of failure on the part of Contractor to supply water in accordance with daily demand at any points of the Port, the Contractor shall be liable either to pay an amount twice to the rate quoted in the bid, as penalty or KPT will purchase water from open market to fulfill the demand and the amount so incurred shall be deducted from any money payable to the Contractor. In event of the contractor's continuous failure to supply the water to any destinations for seven consecutive days, the Employer shall terminate the contract after giving 7 days Notice and the supply of potable water to be carried out departmentally or through some other agency at the risk cost and consequences of the contractors. This payment shall be adjusted from the performance security submitted by the Contractor.</p> <p>Further, in the event, Contractor is, failing, refusing or neglecting to perform the whole or any part of this Agreement, the Board shall forfeit the whole performance security, or such part thereof, as the Board in its absolute discretion consider fair and reasonable, and the Board shall be entitled to terminate the Agreement forthwith without any notice and without being liable for any compensation whatsoever and to grant the aforesaid contract to any other party on any terms as they may deem proper. The decision of the KPT Board shall be communicated by the Chief Engineer and the same shall be final, conclusive and binding upon the contractor.</p>
9.1	Remedying Defects	<p>GC Clause 9.1 is replaced as under:</p> <p>The Contractor shall be responsible during the contract period for repair and making good all damages caused by his drivers or vehicles to the KPT properties, while supplying the potable water supply to various destinations. Such repair work shall be carried out at no cost to the Employer.</p> <p>If Contractor fails to do the repair works within one week from the date of occurrence of such event, same shall be carried out departmentally or through other resources and amount of such repair works shall be recovered from the Contractor's any due monies. No claim of the Contractor, whatsoever, shall be entertained by the Employer.</p>
9.2	Uncovering and Testing	<p>GC Clause 9.2 is replaced as under:</p> <p>The Engineer/Employer may give instruction as to the uncovering and/or testing of any supply. As a result of an uncovering and/or testing it is established that the Contractor's supply from KW&SC are not in accordance with the Contract, the Contractor shall be penalized as per Schedule-B to Bid</p>
10	Variations and Claims	GC Clause 10 and its sub-clauses (10.1 to 10.5) are deleted in their entirety

11.1(a)	Terms of Payments	As defined in Schedule A & B.
11.1(b)	Valuation of the Works:	As defined in Schedule A & B.
11.2	Monthly Statements	As defined in Schedule A & B
11.2(b)	Percentage of value of Materials and Plant:	NOT APPLICABLE
11.4	Percentage of retention:	NOT APPLICABLE
11.5	Final Payment	<p>GC 11.5 is replaced as under:</p> <p>Within twenty one (21) days from the date of issuance of the Completion 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.</p> <p>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 or deduct any part or parts of the verified amount.</p> <p>Final payment shall be made after the issuance of Completion Certificate.</p>
11.6	Currency of payment:	Pak. Rupees
14.1	Insurances:	Contractor shall be responsible for any damage to property, services, person, utilities, underground and overhead services etc. and shall fully indemnify the Employer and its officers and employees. All damages shall be borne by the Contractor
14.2	Amount to be recovered	
15.1	Bid Security	In the form of Pay Order only, (The Bank Guarantee or Insurance are not acceptable.)
15.3	Arbitration	Place of Arbitration: KARACHI

STANDARD FORMS

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

FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with address: _____

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

Bid Reference No. _____ Date of Bid _____

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

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

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

- (1) that the bid security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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

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

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

DELETED

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

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance 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 hereafter the Principal has accepted the Employer's _____ (Name of Project) for the _____ (Name of Contract) for the _____ (Name of Project).

DELETED

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

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

	_____ Guarantor (Bank)
Witness:	
1. _____	1. Signature _____
_____	2. Name _____
Corporate Secretary (Seal)	3. Title _____
2. _____	
_____	_____
(Name, Title & Address)	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 20 ____ between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications;and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT
NOT APPLICABLE**

LIST OF LOCATIONS WATER SUPPLY THROUGH BOWSER

S.NO.	LOCATION
1.	PORT HOUSE LALAZAR
2.	HEAD OFFICE (CANTEEN SIDE)
3.	HEAD OFFICE (BANK SIDE-1)
4.	HEAD OFFICE (BANK SIDE-2)
5.	HEAD OFFICE (WATCH & WARD)
6.	KPT HOSPITAL
7.	U.G TANK KGCC-1
8.	U.G TANK KGCC-2
9.	PORT SUPPLY WEST WHARF
10.	OFFICER FLATS BATHISLAND
11.	KPT HEAD OFFICE IMPORT TERMINAL
12.	KPT SPORTS COMPLEX
13.	KPT SCHOOL KEAMARI
14.	CHALLET BANGLOWS LALAZAR
15.	49 / B BANGLOW LALAZAR
16.	MASJID AL SHIFA KEAMARI
17.	DOCK MASTER OFFICE EAST WHARF
18.	MOBILE SHOP FIRE STATION WEST WHARF
19.	OLD G CHINA CREEK
20.	OLD F CHINA CREEK
21.	NEW G CHINA CREEK
22.	NEW F CHINA CREEK
23.	E CHINA CREEK KEAMARI
24.	H CHINA CREEK KEAMARI
25.	UG-TANK H/E FLATS
26.	D NAGINA KEAMARI
27.	F.M KHAN D TIPE FLATS
28.	F.M KHAN C TIPE FLATS
29.	PUMP NO.22 KEAMARI
30.	PUMP NO.23 KEAMARI
31.	NEW KHALASY LINE KRAMARI
32.	KEAMARI VILLEGE
33.	F.C BULDING BOAT BASIN
34.	C.K-1 BUNGLOWS
35.	CK-2 HYDROGRAPHER OFFICE
36.	CL-13-A(40-A- LALAZAR)
37.	DL-9- LALAZAR
38.	CL-12 (40-A LALZAR)
39.	MAI KOLACHI PIER
40.	HARBOUR MASTER OFFICE

41.	MASJID BABUL ISLAM
42.	MPCD & CMC
43.	KPT INDUSTRIAL HOME
44.	F NAGINA KEAMARI
45.	CENTRL FIRE STATION
46.	G NAGINA KEAMARI
47.	SHADI HALL
48.	AXEN OFFICE(W/S / P/W)
49.	NEW OFFICE BULLDING
50.	DRUGS CELL
51.	MASJED REHMANIA
52.	K.P.O.C TOWER
53.	SAQQA
54.	C TYPE KEAMARI
55.	54 / B BANGLOW LALAZAR
56.	AXEN OFFICE LALAZAR
57.	50 / B BANGLOW LALAZAR
58.	56 / B BANGLOW LALAZAR
59.	53 / B BANGLOW LALAZAR
60.	52 / B BANGLOW LALAZAR
61.	55 / B BANGLOW LALAZAR
62.	PARK LALAZAR
63.	60 / B BANGLOW LALAZAR
64.	STAFF COLLEGE LALAZAR
65.	MASJID KHATIM-UN NABIEEN MIYARD
66.	MASJID IMAM-UL-MUTAQEEEN BIRTH NO-19
67.	CANTEER BIRTH NO-19
68.	POWER HOUSE (W/W)
69.	H TYPE TPX FLATS
70.	E TYPE FLATS EK-75-85
71.	H-TYPE FLATS PUMP NO.25 KEAMARI
72.	E-TYPE FLATS EK-34-41
73.	KPT FOOTBALL GROUND KEAMARI
74.	4-D SHIPPING OFFICE KEAMARI
75.	56/B-II BANGLOW LALAZAR
76.	50/B-II LALAZAR
77.	E-NAGINA
78.	CHILDREN PARK
79.	D-POST OFFICE
80.	KHALASY LINE BLOCK 28
81.	E- FIRE STATION
82.	POWER HOUSE EAST WHARF

83.	MASJID AL-HUDA
84.	KARWAN-E-HAYAT
85.	EMERGENCY STAFF CM&EE
86.	DUMP & DEAF SCHOOL
87.	P.W WORKSHOP
88.	SSC TPX
89.	ATM OFFICE TPX
90.	3-N HUT MANORA
91.	45-N HUT MANORA
92.	64-N HUT MANORA
93.	CHAIRMAN HUT MANORA
94.	D.C BANGLOW MANORA
95.	KPT SCHOOL MANORA
96.	GENERAL STORE
97.	E-TYPE FLATS DHARAM SALA
98.	NEW JETTY BOAT BASIN
99.	BOLAN YARD KEAMARI OIL INSTALLATION AREA
<i>Not Required due to these sites handed over to AD Ports</i>	
100.	CENTEEN-17 EAST WHARF
101.	PORT SUPPLY EAST WHARF
102.	CM&EE OFFICE EAST WHARF
103.	MASJED AL NOOR
104.	NEW NAGINA GATE
105.	AXEN WHARF (SOUTH)
106.	CANTEEN BIRTH NO. 15 EAST WHARF

JV AGREEMENT

[Employer to provide the standard form of Joint Venture Agreement]

JOINT VENTURE AGREEMENT

CONDITIONS AND TERMS

[To be executed on Rs. _____ stamp paper]

THIS JOINT VENTURE AGREEMENT (hereinafter called the “Agreement”) made and entered into this day of the month of 2024 by and among:

A. PRINCIPAL MEMBERS (local and foreign) comprising:

1. [Name and address of the Leading Local Member firm] (hereinafter called “[*Short Name or Acronym*]”), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called “Leading Member”;
2. [Name and address of the Member firm] (hereinafter called the “[*Short Name or Acronym*]”), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called ‘Principal Local Member’;
3. [Name and address of the Member firm] (hereinafter called the “[*Short Name or Acronym*]”), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called ‘Principal Foreign Member’; and
4. [Name and address of the Member firm] (hereinafter called the “[*Short Name or Acronym*]”), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called “Principal Foreign Member”.

B. ASSOCIATE MEMBERS (local and foreign):

1. [Name and address of the Member firm] (hereinafter called the “[*Short Name or Acronym*]”), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called “Associate Member”.
2. [Name and address of the Member firm] (hereinafter called the “[*Short Name or Acronym*]”), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called “Associate Member”.

(all the above local and foreign members for the purpose of this Agreement hereinafter individually called the “Member” and collectively called the “Members”

WHEREAS

- (a) the Client (as defined hereunder) intends to appoint /has appointed the Consultants for providing engineering services; hereinafter called the "Services" for [Name/Title of the Project]; hereinafter called the "Project"; and
- (b) the Members have agreed to join hands in the form of a Joint Venture to provide the said professional engineering services.

(Note: In case Services up to 'acceptance of Proposal by the Client' are separately covered under Memorandum of Understanding (MOU), then the above text be modified accordingly)

NOW THEREFORE, the Members have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1 "Client" means the person, firm, company or body named in [Schedule 1] and none other, except its legal successors and permitted assigns;
- 1.1.2 "Country" means the country named in [Schedule 1] where the Project is located;
- 1.1.3 "Day" means the period between any one midnight and the next, and "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;
- 1.1.4 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;
- 1.1.5 "Invitation" means the invitation of the Client to a Member or Members to submit a proposal for the provision of professional engineering services for the Project;
- 1.1.6 "Joint Venture" means the joint venture formed between the Members in accordance with this Agreement;
- 1.1.7 Joint Venture Agreement, hereinafter referred to as "this Agreement", comprises the document entitled Conditions and Terms together with Schedules 1 to 4 attached there to and such other documents as may be specified in [Schedule 1] to form part of this Agreement;
- 1.1.8 "Leading Member" means the member which will take the lead in the management of the Joint Venture's affairs and which will provide the Joint Venture's Representative for liaison with the Client and, unless otherwise agreed by the Members, the Services Manager for direction of the conduct of the Services;
- 1.1.9 "Members" means the individuals or firms which have agreed to Joint Venture in connection with the Project;

- 1.1.10 "Project" means the undertaking or proposed or actual works named in [Schedule 1] in connection with which the Client intends or has commenced to proceed and requires professional services;
- 1.1.11 "Proposal" means the proposal to be prepared and submitted by the Joint Venture in response to the Invitation;
- 1.1.12 "Services" means all the services to be performed by the Joint Venture in accordance with the Proposal, any Terms of Reference or the Services Agreement, as the case may be;
- 1.1.13 "Services Agreement" means the agreement between the Client and the Joint Venture for the provision of professional services for the Project; and
- 1.1.14 "Works" means the permanent works to be constructed, including the goods and equipment to be supplied to the Client, for the achievement of the Project;

1.2 Interpretation

- 1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.
- 1.2.2 The headings in this Agreement shall not be taken into consideration in its interpretation.
- 1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this Agreement and not to those in any other document attached or incorporated by them.

2. JOINT VENTURE

- 2.1 The Members hereby establish a joint venture being an unincorporated association under the name of [name of joint venture] or such other name as the Members shall unanimously agree from time to time (hereinafter called the "Joint Venture") for the purposes of:
- preparing and submitting the Proposal to the Client [Remove if not applicable];
 - providing any further information, the Client may require or negotiating with the Client on any matters requiring negotiation in connection with the Proposal;
 - entering into the Services Agreement with the Client, if the Proposal is accepted; and
 - performing all the Services to be undertaken for the Project by the Joint Venture under the Services Agreement.

- 2.2 The Members hereby appoint the Leading Member and, pursuant to Sub-Clause 3.6, the representative of the Joint Venture, and confirm the addresses of the Joint Venture and the addresses of the Members respectively, as stated in [Schedule 1].
- 2.3 Unless otherwise agreed in writing by the Members, this Agreement shall not terminate if a Member changes its name or is taken over by, or merged with, another company or partnership provided that such successor name, company or partnership is an independent professional firm acceptable to the Client (such change to be notified to the Client and his acceptance obtained).

3. PROPOSAL SUBMISSION

- 3.1 The Members shall make all reasonable endeavours to obtain from the Client the award of the Services in accordance with the conditions of the Invitation or such conditions as may subsequently be agreed between the Client and the Joint Venture.
- 3.2 The preparation and submission of the Proposal shall be undertaken jointly by the Members. The Leading Member shall co-ordinate the preparation of the Proposal and its submission to the Client. The Members shall cooperate with the Leading Member. The Members shall perform with all reasonable skill, care and diligence their respective functions as allotted by the Policy Committee until the award of the Services to the Joint Venture and signing of the Services Contract Agreement or until the provisions of Sub-Clauses 16.1 and 16.3 have been satisfied.
- 3.3 Once the Proposal has been submitted to the Client no changes may be made or additional information or explanations given without the consent of all the Members until the Services Agreement is effective.
- 3.4 The Members shall enter into the Services Agreement, if it is awarded to the Joint Venture, in accordance with the Proposal, or the Proposal as amended, subsequent to its submission, by agreement between the Client and the Joint Venture.
- 3.5 Upon the execution of this Agreement, each of the Members shall grant a Power of Attorney in favour of a person nominated by it as its Representative, as designated in [Schedule 1]. The Representatives of each Member will constitute the Policy Committee of the Joint Venture. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Proposal and the Services Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this Agreement.
- 3.6 Subject to directions of the Policy Committee, the Representative of the Leading Member shall be the representative of the Joint Venture for the purpose of correspondence and discussion with the Client on matters involving the interpretation of the Services Agreement and alterations to its terms and to the Services to be performed.

4. PERFORMANCE OF THE WORK

- 4.1 The work to be performed under the Services Agreement shall be carried out in accordance with the terms and conditions of the Services Agreement and this Agreement. In the event of any inconsistency between the terms of the Services Agreement and this Agreement regarding the performance of the work, the Services Agreement shall prevail, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.2 Each Member shall be responsible for fulfilling the obligations prescribed in [Schedule 3] in accordance with the terms of the Services Agreement to the satisfaction of the Client, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.3 The apportionment of the Joint Venture's obligations between the Members in accordance with [Schedule 3] can be amended by agreement between the Members, subject to the consent of the Client if required by the Services Agreement.
- 4.4 Any alterations or additions to the Services to be carried out under the Services Agreement shall be made only with the consent or on the instructions of the Client in accordance with the Services Agreement. Responsibility for carrying out additional obligations shall be as agreed between the Members, subject to the consent of the Client if required by the Services Agreement.

5. LANGUAGE AND LAW

- 5.1 The following shall be stated in [Schedule 1]:
- the language in which this Agreement shall be written and interpreted; and
 - the country or state, the law of which shall apply to this Agreement.

6. EXCLUSIVITY

- 6.1 Unless otherwise agreed by the Members, no Member shall engage in any activity related to the Project, other than as a Member of the Joint Venture and in accordance with the terms and conditions of this Agreement. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

7. EXECUTIVE AUTHORITY

- 7.1 No Member shall have authority to bind or to make any commitment on behalf of the Joint Venture or of any other Member unless such authority is expressed in writing by the Members jointly in regard to the Joint Venture, or by a Member individually in regard to the (other) Member.
- 7.2 From the date of this Agreement until the award of the Services Agreement to the Joint Venture or until this Agreement shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:

- for the purpose of submitting the Proposal, the respective responsibilities and obligations to be undertaken by the Members under the Services Agreement, subject to the conditions of the Invitation;
 - for the purpose of submitting the Proposal, the prices and terms and conditions of payment comprised in the Proposal as applicable to the Joint Venture generally, and to the Members separately, subject to the conditions of the Invitation; and
 - any communication to, or response to communication from, the Client either written or oral and any commitment of any kind to the Client or any other party in connection with the Proposal.
- 7.3 From the date of the award of the Services Agreement to the Joint Venture, decisions on the policies of the Joint Venture shall be vested in a Policy Committee comprising the Representative of each of the Members specified in accordance with Sub-Clause 3.5.
- 7.4 Each Member shall provide notice of its Representative on the Policy Committee and shall give prior notice of any change in such appointment (s), temporary or otherwise, as may occur from time to time.
- 7.5 The representative of the Leading Member on the Policy Committee shall be the Chairman of the Committee. The Chairman shall ordinarily convene the meetings of the Committee and may invite others whom he wishes to attend, in order to inform or advise the Representatives, or to record the proceedings of the Committee. The minimum frequency of Policy Committee meetings shall be as mentioned in the [Schedule 1].
- 7.6 In the event of there being disagreement between members of the Policy Committee on matters not otherwise prescribed in this Agreement the Chairman shall be entitled to use a casting vote.
- 7.7 Meetings of the Policy Committee shall take place at least as frequently as prescribed in [Schedule 1], unless otherwise agreed by the Members. A Member may convene a meeting of the Committee at any time by giving at least fourteen days notice in writing to the Members.
- 7.8 Minutes shall be kept, in the language named in [Schedule 1], of all meetings of the Policy Committee and copies of all such minutes shall be circulated to the Members.
- 7.9 The Members respectively agree to act (and agree that their respective representatives on the Policy Committee shall act) at all times in the best interests of the Joint Venture in taking any actions relating to the Project and shall use all reasonable end eavours to settle any disputes arising between them in connection with the Joint Venture.
- 7.10 Each Member shall appoint a Local Representative in each locality where that Member is to work. The Local Representative of a Member shall be responsible for the obligations to be undertaken by it in the said locality and for performance of its responsibilities in that locality under this Agreement.

- 7.11 Each Member shall notify the other of its Local Representative and responsibilities assigned to him and shall give prior notice of any change in such appointment (s) or assignment (s) of responsibilities as may occur from time to time.
- 7.12 A Services Manager shall be appointed. Unless otherwise agreed by the Members, the Leading Member shall appoint him and will be entitled to subsequently remove him from that position and appoint a replacement.
- 7.13 The Services Manager shall manage and supervise the performance of the work under the Services Agreement in accordance with the directions of the Policy Committee, and shall report to the Policy Committee on the performance and progress of the work as and when required by that Committee.
- 7.14 The Local Representatives shall work under the direction of the Services Manager.

8. DOCUMENTS

- 8.1 All documents produced by a Member or the Members in connection with the Project which are made available to persons other than the Members shall bear the name of the Joint Venture.
- 8.2 All documents prepared by either of the Members in connection with the performance of work under the Services Agreement, and which are submitted to the Client or are to be made available to third parties, shall be signed by the Services Manager, unless they concern the interpretation of the Services Agreement or alteration to its terms or Services to be performed.
- 8.3 Each Member shall have unrestricted access to any work carried out by the Members in connection with the Project.
- 8.4 Copies of all documents submitted to the Client by or on behalf of the Joint Venture by a Member shall be circulated to the Members as soon as reasonably practicable following such submission.
- 8.5 During the period of this Agreement and after the termination of the Agreement without limit in point of time, no Member shall disclose to any person any information which it obtains through its participation in the Joint Venture (and shall ensure that its employees shall observe such restrictions) unless the said information:
- becomes public knowledge;
 - must be disclosed for the proper performance of the Services; or
 - is published with the approval of the Joint Venture and, when required under the Services Agreement, of the Client.

No Member shall utilize photographs, or other data describing the Project, in promoting its own business, without the approval of the other Member(s).

- 8.6 Except as may be otherwise provided under the Services Agreement, the copyright in documents produced by a particular Member in connection with the Project is granted to the Members and each Member hereby licenses the Members to use and reproduce documents produced by it.
- 8.7 Except as provided in Sub-Clause 8.6, each Member shall indemnify the Members against all claims, liabilities, damages, costs and expenses sustained as a result of reusing the designs, drawings and other documents produced for the Project on other projects.

9. PERSONNEL

- 9.1 Each Member shall assign a sufficient number of its employees to the Project so that the provisions of this Agreement are complied with and the Services are carried out in accordance with the Services Agreement. Unless specifically agreed otherwise, the Joint Venture shall have no employees of its own.
- 9.2 Each Member shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees.
- 9.3 Notwithstanding the foregoing provisions of this Clause, each Member may allow; any person, firm or corporation over which it exercises management control; to fulfill any of the obligations for which it is responsible under this Agreement provided that, in such circumstances, the control of and responsibility for those obligations shall at all times remain vested in the Member.
- 9.4 Each Member shall be entitled to invite, subject to the approval of the Client (if required) and to the agreement of the Members, sub-consultants to carry out any of that Member's obligations, provided that in such circumstances the control of and responsibility for undertaking those obligations shall at all times remain vested in the Member in question.
- 9.5 The engagement of sub-consultants by the Joint Venture shall be subject to the provisions of Clause 7.

10. ASSIGNMENT AND THIRD PARTIES

- 10.1 No Member shall sell, assign, mortgage, pledge, transfer or in any way dispose of any rights or interests under this Agreement, or its interests in any sums payable by the Client other than by a change in favour of its bankers of any monies due or to become due under the Service Agreement, without the prior written consent of the Members.
- 10.2 This Agreement is exclusively for the benefit of the Members and shall not be construed as conferring, either directly or indirectly, any rights or causes of action upon third parties.

11. SEVERABILITY

- 11.1 If any part of any provision of this Agreement is found by an arbitrator or Court or other competent authority to be void or unenforceable, such part of the provision shall be deemed to be deleted from this Agreement and the remainder of such provision and the remaining provisions of this Agreement shall continue to be in full force and effect.
- 11.2 Notwithstanding the foregoing, the Members shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the part of the provision found to be void or unenforceable.

12. MEMBER IN DEFAULT

- 12.1 In the event of insolvency of a Member, the other Member [or remaining Member (s) of rest of JV] is hereby irrevocably constituted and appointed to act for it in all matters affecting performance of this Agreement.
- 12.2 A Member that delays or fails to fulfill its obligations in whole or in part under this Agreement shall be deemed in default and shall indemnify the other Member (s) in respect of the consequences.
- 12.3 A notice in writing from the Client that the performance of obligations under the Services Agreement is unsatisfactory or that the continued involvement of a Member is no longer required in whole or in part shall for the purposes of this Clause mean that the Member concerned is in default unless otherwise agreed by the other Member(s).
- 12.4 If the default of a Member shall be such that the Member in question shall be substantially in breach of its obligations hereunder, the other Member(s) shall be entitled to reassign the work concerned.
- 12.5 Any actions taken by the other Member against the defaulting Member pursuant to the preceding Sub-Clauses of hereof shall be without prejudice to any rights to which he may be entitled at law against the defaulting Member.
- 12.6 If a reassignment of work under the Services Agreement is made in accordance with this Clause, the defaulting Member shall not obstruct the Member who undertakes the reassigned work and shall provide him with access to all documents and information necessary for its proper performance.
- 12.7 Any sums received by the Joint Venture in payment for the defaulting Member's obligations already undertaken shall be used to compensate any loss or damage resulting from the default of that Member. The defaulting Member shall remain responsible for providing guarantees and bonds relevant to the obligations allocated to that Member prior to such reassignment until the completion of the Services.

- 12.8 If all of the defaulting Member's obligations are reassigned in accordance with this Clause, the other Member(s) shall be entitled to and shall:
- carry on and complete the performance of the Services Agreement without the participation of the defaulting Member, its successors, receivers or other legal representatives and continue to act in accordance with the terms of this Agreement (as amended to take account of the non-participation of the defaulting Member); and
 - retain for the performance of the Services Agreement all equipment and materials purchased therefor and all assets owned by the Joint Venture at the time of the default by the defaulting Member until the completion of the Services. The defaulting Member, its successors, receivers or other legal representatives shall execute and do all deeds, documents and things necessary to enable the said equipment and materials to continue to be so used and to enable the Joint Venture to continue without involvement of the defaulting Member.
- 12.9 Upon completion or earlier termination of the Services Agreement and receipt of all amounts due thereunder, the remaining Member(s) shall account to the Member in default which shall be entitled to receive an amount equal to any sums provided by the defaulting Member towards any general funds which shall not previously have been expended, plus such Member's share of any funds of the Joint Venture due to it, reduced by any losses or damage occasioned by its default.
- 12.10 In the event that the share of the losses chargeable to the defaulting Member exceeds any sums provided by the defaulting Member to any general funds and the share of any funds of the Joint Venture due to it in accordance with the terms of this Agreement, the defaulting Member shall promptly pay the excess to the remaining Member(s).

13. DURATION OF THE AGREEMENT

- 13.1 If it has been jointly established by the Members that the Proposal will not be accepted by the Client or if it has not been accepted by the Client within the period allowed for acceptance in accordance with the Proposal or any extension of that period subsequently agreed between the Client and the Joint Venture, this Agreement shall thereupon terminate forthwith.
- 13.2 If the Proposal is accepted by the Client, this Agreement shall continue to have full force and effect and shall continue the same when the Services Agreement is entered into with the Client, until confirmation has been received from the Client that the Services have been completed, or the Services Agreement has been terminated, and all accounts relating to the Services between the Joint Venture, the Client and third parties and between the Members are acknowledged as settled.

13.3 Provided that the terms of this Agreement shall nevertheless continue to bind the Members to such extent and for so long as may be necessary to give effect to the rights and obligations specified in the Agreement.

14. LIABILITY

14.1 Each of the Members warrants that it will indemnify and keep indemnified the other Member (s) against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

14.2 In the event of it being alleged by one Member in writing that any legal liability is attributable to the other Member or to the remaining Members, the Members shall use reasonable endeavors to reach agreement on the liabilities to be borne by each of the Members, and in the event of the Members failing to so agree, a proper apportionment shall be determined by arbitration in accordance with Clause 19.

15. INSURANCE

15.1 Unless otherwise agreed by the members, each Member individually shall make all reasonable efforts to maintain insurance coverage in the amounts stated in [Schedule 2] as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

15.2 Each Member shall make all reasonable efforts to maintain insurance cover in the amounts stated in [Schedule 2] for public/third party liability insurance and any other insurances necessary to comply with the Services Agreement.

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATION

16.1 Each Member shall be reimbursed the costs and expenses incurred by it in connection with the promotion, preparation, negotiation and submission of the Proposal, as per actual expenses or as prescribed in [Schedule 4].

16.2 If [Schedule 4] does not prescribe the reimbursement of promotional costs and expenses each Member shall bear the costs and expenses which it incurs.

16.3 All payments to the Members shall be made in accordance with [Schedule 4] and the financial policy of the Joint Venture is as set out in that Schedule.

17. FINANCIAL ADMINISTRATION AND ACCOUNTING

17.1 Each Member shall be responsible for keeping its own account in respect of payments due to it and for its own financial affairs generally. Each Member shall be responsible for dealing with its own income tax affairs, and its own social security affairs; where relevant, and for accounting accordingly to the relevant authorities.

17.2 The Leading Member shall be responsible for provision of Financial Administration Services as set out in [Schedule 2].

18. GUARANTEES AND BONDS

18.1 Unless otherwise agreed by the Members, the Members severally shall provide guarantees and bonds in proportion to their respective shares in the Services sufficient for the total of guarantees and bonds required of the Joint Venture by the Client. The Members severally shall be responsible for administration and extensions, if required, of the guarantees and bonds they have provided.

19. ARBITRATION

19.1 Any dispute arising in connection with this Agreement which cannot be resolved by the Members in accordance with the terms of this Agreement shall be settled by arbitration in accordance with the Rules stipulated in [Schedule 1]. The Members agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

19.2 Judgment upon the award rendered in any arbitration proceedings may be entered in any court having jurisdiction by any of the Members or application may be made to such court for, a judicial acceptance of the award and an order for enforcement (as the case may be).

20. NOTICES

20.1 Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in [Schedule 1]. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or courier.

20.2 The official address of the Joint Venture to be included on all documentation signed in the name of the Joint Venture shall be as designated in [Schedule 1] hereto or such other address as shall be agreed from time to time by the Members, subject to the requirements of the Services Agreement.

21. SOLE AGREEMENT AND VARIATION

21.1 This Agreement is as specified in Sub-Clause 1.1.7 and is the sole agreement between the Members and supersedes any previous agreements between them relating to the matters referred to herein. Variations and addenda may be made to this Agreement, including the admission of new Members to the Joint Venture, by written instrument which shall be effective upon being signed by all Members (or on their behalf by their Representatives), provided that if a Member is considered by the other Member(s) to be in default pursuant to Clause 12 his agreement and signature is not required.

IN WITNESS WHEREOF the Members hereto have executed this Agreement in [state number of copies] identical counterparts each of which shall be deemed as original.

1. For and on behalf of
[Name of the Leading Member firm]

Name of
Authorized Representative: _____

Designation: _____

Date: _____

Seal: _____

2. For and on behalf of
[Name of the Member firm]

Name of
Authorized Representative _____

Designation _____

Date: _____

Seal _____

3. For and on behalf of
[Name of the Member firm]

Name of
Authorized Representative _____

Designation _____

Date: _____

Seal _____

4. For and on behalf of
[Name of the Member firm]

Name of
Authorized Representative _____

Designation _____

Date: _____

Seal _____

5. For and on behalf of
[Name of Associate Member]

Name of
Authorized Representative _____

Designation _____

Date: _____

Seal _____

(In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.)

Annexure-Y

As per SRO 59II/2022

Declaration of ultimate **Beneficial Owner** Information for Public Procurement Contracts.

1. Name:
2. Father's Name / Spouse's Name:
3. CNIC/ NICOP/ Passport No.
4. Nationality
5. Residential Address:
6. Email address
7. Date on which shareholding, control or interest acquired in the business
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/ limited liability partnership/ Association of persons / Single member Company/ partnership firm / Trust / Any other individual , body corporate to be specified	Date of incorporation / registration	Name of registering Authority	Business Address	Country	Email address	Percentage of shareholding, control, or interest of BO in the legal person of legal arrangement	Percentage of shareholding, control or interest of legal persons or legal arrangements in the company	Identify of natural persons who ultimately own or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names)
10. Any other information incidental to or relevant to the Beneficial Owner(s)

1	2	3	4	5	6	6	8
Name and Surname (in Block letters)	CNIC no. (In case of Foreigner Passport No.	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered / principal office address for a subscribers other than natural person	Number of shares taken by cash subscribe (in figures and words)

Name & Signature

(Person authorized to issue notice on behalf of the company)

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