PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

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

➢ NAME OF THE ORGANIZATION / DEPARTMENT.	**Karachi Port Trust / Civil Works Division**
➢ FEDERAL / PROVINCIAL GOVT.	**Federal Govt. (KPT Board of Trustees)**
➢ TITLE OF CONTRACT	**MAINTENANCE / REPAIRS TO DW-06 F.M KHAN COMPOUND.**
➢ TENDER NUMBER	**TS518897E Dated 25-08-2023**
➢ BRIEF DESCRIPTION OF CONTRACT:	**The resident of Subject flat requested to attend the repair / maintenance works.**
➢ TENDER VALUE	**Rs. 2,845,849.91**
➢ ENGINEER'S ESTIMATE (for civil Works only)	**Rs. 2,553,289.24**
➢ ESTIMATED COMPLETION PERIOD	**60 Days**
➢ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	**NO**

➢	Advertisement: i) PPRA Website (Federal Agencies) (If yes, give date and PPRA's tender number) • Dated: 25-08-2023 • PPRA No. TS518897E ii) News Papers (If yes, give names of newspapers and dates)	Yes ✓ Yes 	No No ✓
➢	TENDER OPENED ON (DATE & TIME)	13-09-2023 at 1130 Hrs.	
➢	NATURE OF PURCHASE	Local ✓	Int.
➢	EXTENSION IN DUE DATE (If any)	Yes 	No ✓

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
(As Per Rule-47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA –II

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

➢	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	**Only One Bidder was Present**
➢	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	**M/s. Al- Saudi Engineers** **Block-A 10th Floor Flat No.C-1010** **Near Iqra University Qayyumabad** **Karachi.** **Tel # +0333-2584575**
➢	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd ,3rd EVALUATED BID)	**Lowest Evaluation Bid**
➢	NEED ANALYSIS only the procurement was necessary?)	**KPT Authorities is committed to Provide repair / maintenance of existing infrastructure**
➢	IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)	-
➢	WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	**YES**
➢	DATE OF CONTRACT SIGNING (Attach a copy of agreement)	**22-02-2024**
➢	CONTRACT AWARD PRICE	**Rs. 2,845,849.91**
➢	WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach copy of the bid evaluation report)	**Bid Evaluation Report under PPRA Rule-35 attached EV No. EV55663**
➢	ANY COMPLAINTS RECEIVED (If yes result thereof)	**NO**
➢	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS (If yes give details)	**NO**
➢	DEVIATION FROM QUALIFICATION CRITERIA (If yes give details)	**NO**
➢	SPECIAL CONDITIONS, IF Any (Give Brief Description)	-

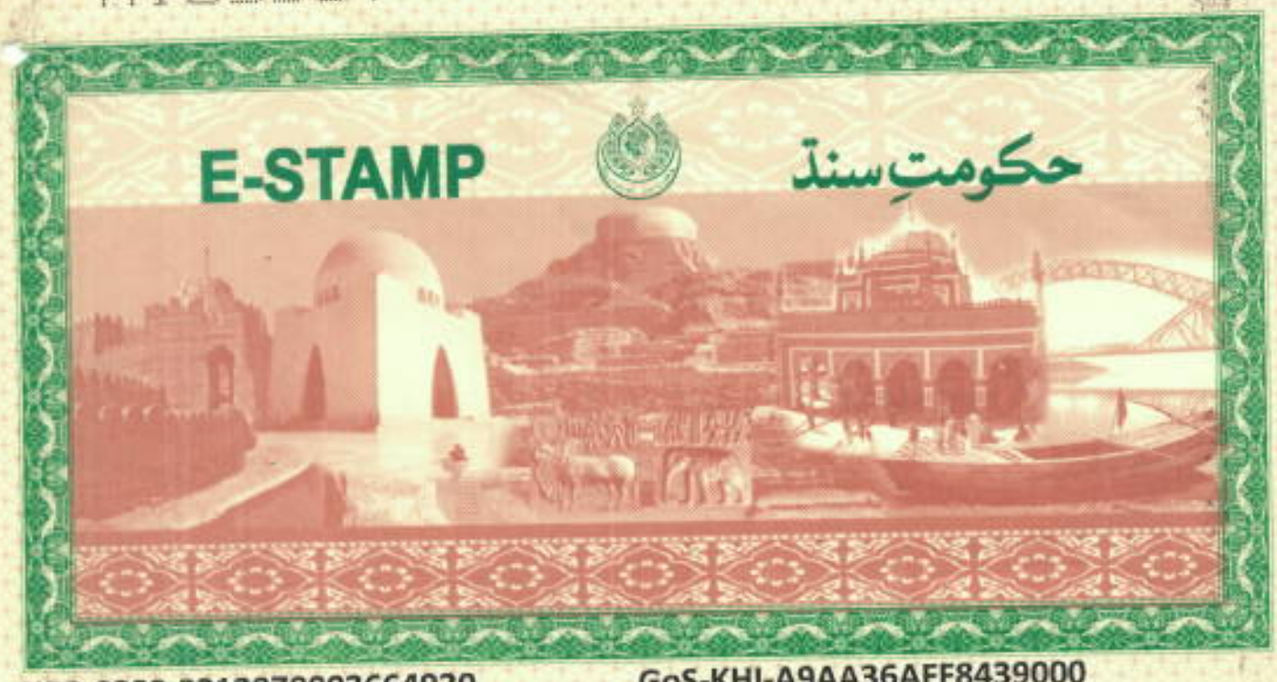
Evaluation Results

Organization Name: *Karachi Port Trust*

Evaluation No	Evaluation Result Title	Download	Uploaded Date
EV55666	**Karachi Port Trust** Final Evaluation Maintenance/Repair and Re-Construction..... E/CS-2(903)/ TS516858E		8/11/2023
EV55665	**Karachi Port Trust** Final Evaluation Maintenance and Repairs to KPT Flat..... E/CS-2(952)/ TS519430E		8/11/2023
EV55663	**Karachi Port Trust** Final Evaluation Maintenance/Repairs to DW-06 F.M Khan..... E/N-2(101)/ TS518897E		8/11/2023
EV55662	**Karachi Port Trust** Final Evaluation Maintenance/Repairs of Flat..... E/N-2(108)/ TS519087E		8/11/2023
EV55661	**Karachi Port Trust** Final Evaluation Maintenance/Repairs I/C..... E/N-2(26)/ TS520479E		8/11/2023
EV55670	**Karachi Port Trust** Final Evaluation Construction of 8 Nos Security Check Post E/CW -1(587) TS515594E		8/11/2023
EV55595	**Karachi Port Trust** Final Evaluation Construction of Jamia Masjid..... E/CW-1(592)/ TS508312E		6/11/2023
EV55594	**Karachi Port Trust** Final Evaluation Rehabilitation of Spalled Structural..... E/CW-1(594)/ TS512000E		6/11/2023
EV55234	**Karachi Port Trust** Final Evaluation Appointment of Panel Chemist /Druggist ADVT-365 TS508680E		24/10/2023
EV55146	**Karachi Port Trust** Final Evaluation Cleaning of Underground and Overhead..... E/N-2(1202)/		20/10/2023

2nd Copy

A109987



NBP-0289-2312070003664920 GoS-KHI-A9AA36AFF8439000

Non-Judicial **Rs 500/-**

Description	: Counterpart or Duplicate - 17
First Party	: M/s Al-Saudi Engineers [71089255]
Second Party	: M/s Al-Saudi Engineers [71089255]
Applicant	: Sheraz Ali [42201-6341296-9]
Stamp Duty Paid by	: M/s Al-Saudi Engineers [71089255]
Issue Date	: 07-Dec-2023, 05:10:28 PM
Paid Through Challan	: 2023AD36641CE1C1
Amount in Words	: Five Hundred Rupees Only

Please Write Below This Line

FORM OF CONTRACT AGREEMENT

THIS **CONTRACT AGREEMENT** (hereinafter called the "**agreement**") made on the 22nd day of Feb 2024 between Karachi Port Trust (hereinafter called the "employer") of the one part and M/s. Al-Saudi Engineers of Defence View Society, Daimond Residency, Block-A,10th Floor# c1010, Near Iqra University Qayyumabad, Karachi. (hereinafter called the "contractor") of the other part. WHEREAS the Employer is desirous that certain Work, viz: - ***MAINTENANCE / REPAIRS TO DW-06 F.M KHAN COMPOUND,"*** at the quoted rates and the margined down price of **Rs.2,845,849.91 (Rupees Two Million Eight Hundred Forty Five Thousand Eight Hundred Forty Nine & Ninety One Only)** sanctioned "***Vide B.R No. 589 (Item-IV) Dated:30-10-2023,*** should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such Works and the remedying of any defect therein, "**Further *the Contractor has deposited to the Board a sum of* Rs. 284,600.00, (Rupees Two Hundred Eighty-Four Thousand Six Hundred only) *as Performance Security as per Clause 4.4 & IB.21.1 of Contract Data vide KPT Challan No. 0112230048 Dated 05 Dec 2023.***

NOW this agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents except those parts relating to Instructions to Bidders shall be deemed to form and read and constructed as part of this Agreement, viz: -

a. The Contract Agreement:
b. The Letter of Acceptance;
c. The completed Form of Bid alongwiti. Schedules to Bid:
d. The General Conditions
e. The Drawings:
f. Relevant Correspondence (any other)

E-STAMP
CONTINUATION SHEET
Government of Sindh

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

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

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

SIGNED, AND DELIVERED BY THE

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

Signed by
In the Presence of

Chairman, Karachi Port Trust
CNIC #

Zahid Hussain
General Manager (CW)
CNIC #42201-6078496-5
General Manager
Civil Works/Engineering
Karachi Port Trust
KARACHI.

Singed by

In the presence of

Secretary, KPT

_____ **Trustee**

_____ **Trustee**

And

Signed and Delivered by the with named Contractor M/s. Al-Saudi Engineers,Through their Proprietor Mr. Sheraz Ali.

Signed by

In the presence of

_____ Contractor
Mr. Sheraz Ali (Proprietor)
CNIC. No. 12201-6311296-9

EXECUTIVE ENGINEER (INT)
E&S DEPTT
K.P.T.

Witness
1) Mr. ABID ASLAM
CNIC # 42401-7564232 5 Sig _____

2) Mr. SAMIULLAH
CNIC # 42401-9205801-7 Sig _____

SIMPO

KARACHI PORT TRUST
Gateway to Pakistan
A Great Heritage – A Vibrant Future
TENDER NOTICE

1/2

76 Years 13/9/23

Chief Engineer KPT invited Tenders, under PPRA Rule 36 (a) from Bidders i-e Single Stage Single Envelope procedure. All interested Firms who possess experience in the relevant field may obtain the tender documents available on the downloaded version at KPT, PPRA & Ministry of Maritime Affairs Websites.

	NAME & SCOPE OF WORK	DATE & TIME OF RECEIPT AND OPENING OF TENDER
	MAINTENANCE / REPAIRS TO DW-06 F.M KHAN COMPOUND. The Scope of works includes viz : • Providing & Laying 6mm White / Colored Tiles. • Providing & Laying White / Colored Marble • Providing & laying Artificial Kitchen Cabinets. • Providing & Fixing of False Ceiling. • Coloring / Painting Works. • Flash Doors, Paint works etc.	**13-09-2023** Receipt at 11:00 HRS. & Opening at 11:30 HRS. **Tender Fee Rs.1,500/- (Non Refundable)**

1. The Intending bidders must be registered with Pakistan Engineering Council in **Category C-6** and above with specialized category CE-10, **valid on the date opening.**

2. **The interested Bidder, are required to submit the following documents:-**

   a. Copy of Valid PEC.
   b. Copy of NTN Certificate.
   c. Copy of Online Tax verification.
   d. Copy of SRB Certificate.
   e. Affidavit, that the firm is not defaulter in Income tax department nor blacklisted by any Organization.
   f. Atleast completed two general project worth of Rs. 0.5 million or more.
   g. a) In case of companies and firms, last three years Audited Financial Statements are to be provided showing minimum average turnover of Rs. 1.0 Million.

      b) In case of individuals / sole proprietors, last three years tax returns filed with FBR are to provided showing minimum turnover of Rs. 1.0 Million on average for three years.

3. The Intending Bidders may visit KPT and PPRA Websites for any queries.

4. **The Prescribed Tender Fees amounting to Rs. 1,500/- (Non Refundable)** and Bid Security of the work is **Rs. 100,000/- (Rupees: One Hundred Thousand) (Refundable)** which will be submitted in a separate envelope & alongwith the Bid at the time of submission of tender in Shape of pay Order, in favor of Chief Account Officer KPT.

5. KPT may reject all Bids or Proposals at any time prior to the acceptance of the 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.

No: E/N-2(101)/2023
Dated:25-08-2023

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

EXECUTIVE ENGINEER (M) DEPTT. K.P.T.

AL-SAUDI ENGINEERS

KARACHI PORT TRUST
ENGINEERING DEPARTMENT

DOCUMENTS TO
BE RETURNED

NAME OF WORK: MAINTENANCE /REPAIR TO DW 06 F.M KHAN COMPOUNT

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

Notes:-

a) After the completion of the work the contractor is required to clear away and remove from the site all construction plants, surplus material, rubbish, debris and temporary works of every kind etc. to the entire satisfaction of the Engineer. It may be noted that Contractors' account will not be finalized till such time a certificate to this effect is obtained from Executive Engineer and submitted to the Chief Engineer for his information.

b) The Contractor must ensure that the dismantled materials should be disposed is accordance with safety standards fixed by the civic agencies and specified environmental protection rules.

c) Debris dismantled materials, rubbish etc. should be disposed in such a way that it should not cause any pollution and shall not be source of harm to public.

d) The tenderer must fill all the pages of Performa "A" & A-1" of tender documents, and ensure enclosing of the pay order for Bid Security amounting to Rs. 100,00/- (fixed).

e) The tenderers are advised to avoid cutting / over writing in B.O.Q. In case any cutting / over writing it should be properly re-write, sign and stamp otherwise, the tenders may not be considered.

f) The (Contractor Tech Representative) is band to visit the plan monthly & give satisfactory report after checking the plan or he is bond to visit on the call of the Engineer Incharge as & under required.

g) ***"Only the FBR & SRB Registered Contractors are eligible for bidding, Contractor has to quote their rates inclusive of all Govt. Taxes"***.

AL-SAUDI ENGINEERS

EXECUTIVE ENGINEER (N) ENGG. DEPTT. K.P.T.

B. O. Q. ITEMS

KARACHI PORT TRUST
Engineering Department

Dated : 25 Augu.

Case -Id

MAINTENANCE /REPAIR TO DW 06 F.M KHAN COMPOUNT

Plan # -

Dated :

S.No.	Ref.	Item description	Unit	Rate	Rate in Words	Quantity	Amount
1		DISMANTLING CEMENT CONCRETE / TILE FLOOR, DADO OR SKIRTING IN BASEMENT PLINTH AND GROUND FLOOR INCLUDING BASE MORTAR & STACKING SALVAGED MATERIAL (SERVICEABLE) & DISPOSING OF SURPLUS STUFF AS DIRECTED BY ENGINEER (N-S/45)	PER /SQM	500/=	Five hundred.	30.00	15000/=
		PROVIDING AND LAYING 1:3:6 CEMENT CONCRETE SOLID BLOCK MASONRY MORE THAN 150 MM (6") THICK WALLS AND PILLARS USING GRADED SCREENED BAJRI 20 MM (3/4") AND DOWN GAUGE SET IN 1:4 CEMENT MORTAR IN FOUNDATION, BASEMENT AND PLINTH INCLUDING SCAFOOLDING RAKING OUT JOINTS AND CURING ETC., COMPLETE, (FOUNDATION AND BASEMENT MASONRY UPTO 1.50 M. (5FT) DEPTH AND PLINTH UPTO 1.25 M. (4FT) HEIGHT FROM THE GROUND LEVEL).	PER/CUM	18000/=	Eighteen Thousand. 2 cutting ftd	1.00	18000/=
		PREPARE SFACE AND APPLYING 1/2" THICK CEMENT SAND PLASTER AT ANY HEIGHT OF RATIO 1:4 FINISHED SMOOTH INCLUDING CURING, SCAFFOLDING, CORNICES, EDGES ALL AS SPECIFIED AND DIRECTED.	PER/SQM	800/=	Eight hundred.	20.00	16000/=
		PROVIDING LAYING 6MM THICK WHITE / COLORED CERAMIC TILES GLAZED / MATT NOT EXEC . 144 SQ INCH FINE DRESSED ON THE SURFACE WITHOUT SENDING LAID OVER 1" THICK CEMENT MORTAR OF RATIO 1:2 , AND IN DADOS AND SKIRTING LAID OVER 1/2" THICK BASE OF CEMENT MORTAR 1:3 SETTING TILES IN SLURRY OF GREY CEMENT , JOIINTING AND WASHING THE TILES WITH WHITE/ COLORED CEMENT SLUIRRY ALL AS SPECIFIED OR USE OF BOND MORTAR INSTEAD OF CEMENT MORTAR WHICH EVER REQUIRED	PER/SQM	3900/=	Three Thousand Nine hundred.	30.00	117000/=
5		PROVIDING LAYING ¼" THICK WHITE / COLORED PORCELAIN TILES SIZE 24"X24" GLAZED / MATT FINE DRESSED ON THE SURFACE WITHOUT SENDING LAID OVER 1" THICK CEMENT MORTAR OF RATIO 1:2, AND IN DADOS & SKIRTING LAID OVER ½"THICK BASE OF CEMENT MORTAR 1:3 SETTING TILES IN SLURRY OF GREY CEMENT, JOINTING AND WASHING THE TILES WITH WHITE / COLORED CEMENT SLURRY ALL AS SPECIFIED OR USE OF BOND MORTAR INSTEAD OF CEMENT MORTAR WHICH EVER REQUIRED AS PER DIRECTION OF ENGINEER INCHARGE.	PER/SQM	4700/=	Four Thousand and Seven hundred.	175.00	822500/=
6		PROVIDING FIXING ARTIFICIAL WOOD KITCHEN CABINETS WALL MOUNTED 15" DEEP FROM MAIN WALL TO OUT SIDE OF SHUTTER, COMPRISES OF 3/4" THICK LASANI WOOD LAMINATED (BOTH SIDES) SHEET FOR MAIN FRAME, SHUTTERS AND DIVIDING SHELVES EDGES LIPPPED WITH HARD WOOD BEADS, BACK WITH 3 MM LAMINATED PLY STRENGTHEN WITH THE HELP OF 2" X 1" SOFT WOOD (PARTAL) FRAME FIXED WITH THE USE OF NAILS, GLUE, SCREWS, ETC COMPLETE AND WITH USE OF ALL NECESSARY FITTINGS AND FIXTURES LIKE HANDLE, LOCKS , CHANNELS, HINGES, GLASS PANELS WITH 5 MM THICK PLAIN/ FROSTED/ TINTED GLASS ETC AS REQUIRED AND AS DIRECTED BY THE ENGINEER INCHARGE. (COST OF 5MM THICK GLASS PANES INCLUDED , IF RQUIRED THE OLD CABINETS REMOING CAREFULLY REPAIRING AND REFIXING AS PER DIRECTIONS OF THE ENGINEER	PER/SQM	16000/=	Sixteen Thousand.	15.00	240000/=

EXECUTIVE ENGINEER ENGG DEPTT K.P.T.

ENGINEERS * AL-SAUDI ENGINEERS

B. O. Q. ITEMS

KARACHI PORT TRUST
Engineering Department

Dated : 25 August 2023

Plan #

Dated :

MAINTENANCE /REPAIR TO DW 06 F.M.KHAN COMPOUNT

13/9/23 — 2 — 13/9/23

S.No.	Ref.	Item description	Unit	Rate	Quantity	Amount
7		"PROVIDING AND FIXING OF MINERAL FIBER SHEET FALSE CEILING CONSSIT OF 2' X 2' X 20 MM THICK SHEETS OF BEST APPROVED QUALITY MAKE, DESIGN I/C ALUMINUM FRAMING WITH CLIPS, FRAMING FIXED ON WALLS & CEILING (OF ANY KIND) BY MAKING DRILLS SCREWING, NAILS, HANGING WIRES, CLIPS ETC ALL AS SPECIFIED COMPLETE IN ALL RESPECT OR AS DIRECTED BY THE ENGINEER. (N-S/82)"	PER/SQM	2600/- Two Thousand Six hundred	40.00	104000/-
8		PROVIDINGA ND FIXING PERECAST R.C.C SLAB /R.C.C. BEAM OF APPROVED SIZE AND THICKNESS AND PLACING IN POSITION AT ANY HEIGHT COMPLETE FIXED IN POSITION AS PER DIRECTIONS OF THE ENGINEER INCHARGE.N-S/10	PER/SQM	5000/- Five Thousand.	4.00	20000/-
9		PROVIDING FIXING 1 1/2" THICK PRESSED MALAYSIAN VENEERED DOOR FULLY FLUSHED WITH BEST QUALITY PARTAL WOOD VNEERING ON FACES AND 1/2" THICK BES QUALITY HARD WOOD LIPPED ALL AROUND FIXED OVER PARTAL WOOD CAVITED CORE AND FRAME WORK OF NOT LESS THAN 4" WIDE STRIPS ALL WITH APPROVED FITTINGS LIKE TOWER OLT, HANDLE, HOLD FASTS, HINGES ETC AND REQURIED BEST QUALITY PARTAL WOOD DOOR FRAME (CHOWKHAT) SIZE N. EXEC 14 SQ INCH CROSS SECTIONAL AREA (COST OFALPHA LOCK, SLIDING BOLT, EYE PIECE NOT INCLUDED IN ABOVE AND WILL PAID SEPARATELY)	PER/SQM	15000/- Fifteen Thousand	12.00	180000/-
10		"PROVIDING AND FIXING IN POSITION S.S CYLINDRICAL DOOR LOCK OF APPROVED SIZE MAKE AND SHAPE I/C CUTTING AND MAKING HOLES COMPLETE FIXING OR AS DIRCTED BY ENGINEER INCHARGE."	EACH	3000/- Three Thousand	6.00	18000/-
11		REMOVING AND TAKING OUT THE EXISTING DOOR WINDOWS ETC VERY CAREFULLY AND REPLACING/ REFIXING AFTER COMPLETE REPAIRING WORK INCLUDING WOOD WORK OF SAME SPECIFICATION AND REQUIRED BRASS MONGERY LIKE HINGES, TOWER BOLTS, ETC WHAT SO EVER REQUIRED AND REFIXING THE SAME IN POSITION COMPLETE AS PER DIRECTIONS OF THE ENGINEER INCHARGE. (N-S/11)	EACH	3500/- Three Thousand Five hundred.	10.00	35000/-
12		PROVIDING AND FIXING EUROPEAN TYPE(IFO OR APPROVED) WHITE / LIGHT COLOR GLAZED WARE COMMODE INCLUDING COUPLED MOUNTED FLUSHING CISTERN 13 LETER CAPACITY INCLUDING THE COST OF 4"DIA BRASS THIMBLE, PLASTIC SEAT COVER INLCUDING MAKING CONNECTION WITH THE WATER AND SEWERAGE MAIN ETC ALL AS SPECIFIED AND DIRECTED. (EXCLUDING THE COST OF T-STOP COCK STOP COCK, MUSLIM SHOWER, ETC)	EACH	18000/- Eighteen Thousand.	1.00	18000/-
13		PROVIDING AND FIXING WASH HAND BASIN 25" X 18" INCLUDING PEDESTAL WHITE/ LIGHT COLOR GLAZED WARE INCLUDING THE COST OF ALL NECESSARY FITTINGS LIKE WASTE COUPLING, WASTE PIPE, CONNECTIONS, KIT SCREWS/ WTROUGHT IRON BRACKETS AND MAKING CONNECTION WITH THE WATER AND SEWERAGE MAIN ETC ALL AS SPECIFIED AND DIRECTED. (EXCLUDING THE COST OF T-STOP COCK, STOP COCK, MIXER, FLOOR TRAP ETC)	EACH	15000/- Fifteen Thousand.	1.00	15000/-

EXECUTIVE ENGINEER ENGG DEPTT K.P.T.

AL-SAUD ENGINEERS

B. O. Q. ITEMS

KARACHI PORT TRUST
Engineering Department

Dated : 25 August 2023

MAINTENANCE /REPAIR TO DW 06 F.M KHAN COMPOUND

Plan # .

Dated :

S.No.Ref.	Item description	Unit	Rate	Quantity	Amount
14	PROVIDING FIXING OF BEST QUALITY OF APPROVED MAKE AND QUALITY (MASTER OR EQUIVALENT) 07 PIECES BATH ACCESSORIES SET FANCY TYPE GLASS TYPE (ECONOMY MODEL) FIXED COMPLETE(ACCESSORIES STOR SUPPLY)	EACH	3000/- Three Thousand.	2.00	6000/-
15	PROVIDING FIXING OF BEST QUALITY OF APPROVED MAKE AND QUALITY (MASTER S/G OR EQUIVALENT) 07 PIECES BATH FIXTURE SET, FANCY TYPE GLASS TYPE (ECONOMY MODEL) FIXED COMPLETE. (N-S/14)	EACH	12000/- Twelve Thousand.	2.00	24000/-
16	PREPARE SURFACE AND APPLYING 2X COATS OF OIL BOUND DISTEMPERING APPROVED MAKE AND SHADE INCLUDING SCRPAING SAND PAPERING DUSTING AND FILLING THE HOLES, CRACKS AND INEQUALITIES IF ANY AT ANY HEIGHT AND IN ANY FLOOR I/C, REMOVING RUBBISH ETC., OUTSIDE KPT LIMIT.	PER/SQM	440/- Four hundred and Forty.	100.00	44000/-
17	PREPARE SURFACE AND APPLYING 3X COATS OF MATT / PLASTIC EMULSION FINISH PAINT APPROVED MAKE AND SHADE INCLUDING SCRAPING SAND PAPERING DUSTING AND FILLING THE HOLES, CRACKS AND EQUALITIES IF ANY AT ANY HEIGHT AND IN ANY FLOOR I/C. REMOVING RUBBISH ETC., OUTSIDE KPT LIMIT... (IRION, WOOD AND MASONRY)	PER/SQM	500/- Five hundred.	340.00	170000/-
18	PREPARE SURFACE AND APPLYING 2X COATS OF SYNTHETIC ENAMEL PAINT APPROVED MAKE AND SHADE INCLUDING SCRAPING SAND PAPERING DUSTING AND FILLING THE HOLES, CRACKS AND EQUALITIES IF ANY AT ANY HEIGHT AND IN ANY FLOOR I/C. REMOVING RUBBISH ETC., OUTSIDE KPT LIMIT... (IRION, WOOD AND MASONRY)	PER/SQM	685/- Six hundred and eighty-five.	65.00	44525/-
19	APPLYING FRENCH OR SPIRIT POLISHING TWO COATS OF APPROVED MAKE INCLUDING MINOR WOOD WORK AT ANY HEIGHT IN ANY FLOOR.	PER/SQM	1400/- Fourteen hundred.	20.00	28000/-
20	PROVIDING AND LAYING 1'X1 1/2 " THICK WHITE / LIGHT COLOR MARBLE TOP OF ROOF APPROVED QUALITY FINE DRESSED ON THE SURFACE WITHOUT SANDING LAID OVER 1 THICK CEMENT MORTAR OF RATIO 1:2, SETTING MARBLE IN SLURRY OF GREY CEMENT, JOINTING AND WASHING THE MARBLE WITH WHITE / COLORED CEMENT SLURRY INCLUDING GRINDING AND POLISHING ETC ALL AS SPECIFIED OR USE OF BOND MORTAR INSTEAD OF CEMENT MORTAR WHICH EVER REQUIRED	PER/SQM	2800/- Two Thousand and eight hundred.	160.00	448000/-
21	PROVIDING AND FIXING OF 4"DIA UPVC PIPE AND SPECIALS INCLUDING EXCAVATION / CUTTING OF WALL, GROUND ETC AND FIX WITH ALL ACCESSORIES LIKE "T" BENDS, SOCKETS, ELBOWS, "Y" UNIONS ETC COMPLETE AND USE OF BOND ADHESIVE ALL OF BEST APPROVED QUALITY AND MAKE INCLUDING COST OF MAKING GOOD THE DISTURB SURFACES ON LIKE TO LIKE BASIS, FIXED AT ANY HEIGHT ANY SURFACE.	PER/RM	900/- Nine hundred only.	10.00	9000/-

AL-SAUDI ENGINEERS

B. O. Q. ITEMS

KARACHI PORT TRUST
Engineering Department

Dated : 25 August 2023

MAINTENANCE /REPAIR TO DW 06 F.M KHAN COMPOUNT

Plan #

Dated :

S.No.Ref.	Item description	Unit	Rate	Quantity	Amount
22	PROVIDING AND FIXING 13MM (1/2") DIA CPVC PIPE, SPECIALS & CLAMPS ETC., INCLUDING FIXING CUTTING & FITTING COMPLETE WITH AND INCLUDING THE COST OF GOOD ETC., AS DIRECTED BY ENGINEER INCHARGE. (N-S/71)	PER/RM	650/- six hundred and fifty.	10.00	6500/-

TOTAL :	2398525/-
ADD 5% CONTINGENCIES	119926/- 119,926.25
NET TOTAL	2518451/- 2518451.2
ADD 13% S.R.B	327399/- 327.398.-
GRAND TOTAL	2845850/- 2,845.849

GRAND TOTAL IN WORDS: Two Million Eight Hundred Forty-Five Thousand Eight Hundred Fifty.

13/9/23

1/2

AL-SAUDI ENGINEERS

13/9/23

CHECKED
RS. 2,845,849.91
14/09/23

EXECUTIVE ENGINEER ENGG DEPTT K.P.T.

ISLAMIC REPUBLIC OF PAKISTAN

KARACHI PORT TRUST (KPT)

MAINTENANCE / REPAIRS TO DW-06, F.M KHAN COMPOUND

BID DOCUMENT

SINGLE STAGE SINGLE ENVELOPE(UNDER PPRA Rule 36 (a) 2020)

AUG-2023

BID DOCUMENTS FOR

MAINTENANCE/TO DW-06, F.M KHAN COMPOUND

SINGLE STAGE

SINGLE ENVELOPE

(UNDER PPRA Rule 36

(a) 2020)

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

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INSTRUCTIONS TO BIDDERS

ClauseNo.	Description	PageNo.
	A. GENERAL	
IB.1	Scope of Bid & Source of Funds	
IB.2	Eligible Bidders	
IB.3	Cost of Bidding	
	B. BIDDING DOCUMENTS	
IB.4	Contents of Bidding Documents	
IB.5	Clarification of Bidding Documents	
IB.6	Amendment of Bidding Documents	
	C- PREPARATION OF BID	
IB.7	Language of Bid	
IB.8	Documents Comprising the Bid	
IB.9	Sufficiency of Bid	
IB.10	Bid Prices, Currency of Bid & Payment	
IB.11	Documents Establishing % L G G H U ¶ V (O L J L E L O L W \	
and QualificationsIB.12	Documents Establishing Works Conformity to Bidding Documents	
IB.13	Bidding Security	
IB.14	Validity of Bids, Format, Signing and Submissionof Bid	
	D-SUBMISSION OF BID	
IB.15	Deadline for Submission, Modification & Withdrawalof Bids	
	E. BID OPENING AND EVALUATION	
IB.16	Bid Opening, Clarification	
and EvaluationIB.17	Process to be	

Confidential

F. AWARD OF CONTRACT

IB.18 Qualification
IB.19 Award Criteria & Employers Right
IB.20 Notification of Award & Signing of Contract AgreementIB.21 Performance Security
IB.22 Integrity Pact

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

Scope of Bid

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

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

Source of Funds

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

IB.2 Eligible Bidders

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

a) duly licensed by the Pakistan Engineering Council (PEC) in theappropriate category for value of Works.

b) duly pre-qualified/enlisted with the Employer.

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

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

   (v) Schedule E: Method of Performing Works
   (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
   (i) Form of Bid Security
   (ii) Form of Performance Security (iii) Form of Contract Agreement
   (iv) Form of Bank Guarantee for Advance Payment
5. Specifications

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6. Drawings, if any

IB.5 Clarification of Bidding Documents

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

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

IB.6 Amendment of Bidding Documents

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

Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

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

C. P

REPARATION OF

BIDSIB.7 Language of Bid

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

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

IB.8 Documents Comprising the Bid

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

(a) Covering Letter

(b) Form of Bid duly filled, signed and sealed, in accordance with Sub- Clause IB.14.3.

(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.

(d) Bid Security furnished in accordance with Clause IB.13.

(e) Power of Attorney in accordance with Sub-Clause IB 14.5.

(f) Documentary evidence in accordance with Clause IB.11

(g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

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

IB.10 Bid Prices, Currency of Bid and Payment

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

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

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

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

IB.13 Bid Security

Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company having alteast AA rating from PACRA/JCR

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AL-SAUDI ENGINEERS

in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.

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

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

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

The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or

(b) if a bidder does not accept the correction of his Bid Price, pursuant toSub-Clause 16.4 (b) hereof; or

(c) in the case of a successful bidder, if he fails to:

(i) furnish the required Performance Security in accordance withClause IB.21, or

(ii) sign the Contract Agreement, in accordance with Sub-ClausesIB.20.2 & 20.3.

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

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

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

No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully compliedwith, the bid may be rejected.

Each bidder shall prepare Original and number of copies

specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

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

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

D. SUBMISSION OF BID

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

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

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

Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

E. Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

F. BID OPENING AND EVALUATION

EXECUTIVE ENGINEER (H) ENGG DEPTT. K.P.T.

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Saudi Engineers & Developers

IB.16 Bid Opening, Clarification and Evaluation

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

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

Any Bid Price or discount which is not read out and recorded at bid openingwill not be taken into account in the evaluation of bid.

To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification ofits Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

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

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the

Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid willbe rejected and his Bid Security forfeited.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non- conformity.

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

The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

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

Evaluated Bid Price

In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the mannerand to the extent indicated below

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EXECUTIVE ENGINEER (N) ENGG DEPTT. K.P.T.

to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to Sub-Clause
16.4 hereof.

(ii) making an appropriate price adjustment for any other acceptablevariation or deviation.

(iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).

(iv) discount, if any, offered by the bidders as also read out and recorded atthe time of bid opening.

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

(i) Price Adjustment for Technical Compliance

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

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

(ii) Price Adjustment for Deviation in







Terms of Payments Refer to Bidding

Data

IB.17 Process to be Confidential

Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspensionof procurement process.

G. AWARD

OF CONTRACT

IB.18. Post

Qualification

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

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







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

IB.19 Award Criteria & Employer's Right

Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price,

provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.

Not with standing Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

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

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

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

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Engineers & Consultants

IB.21 Performance Security

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

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

IB.22 Integrity Pact

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

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EXECUTIVE ENGINEER (M) KPT

BIDDING DATA

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

Instruction to Bidders, Clause Reference	**Bidding Data**
IB-1 1.1	**Name and Address of the Employer:** **Chief Engineer,** Karachi Port Trust. Eduljee Dinshaw Road Karachi, 74000, Pakistan, Karachi., mgr.eng@kpt.gov.pk, 922199214318, Ext. 2211
1.1	**Scope of Bid** Name of Project: MAINTENANCE/TO DW-06, F.M KHAN COMPOUND (a) Providing & Laying 6mm White / Colored Tiles. (b) Providing & Laying White / Colored Marble. (c) Providing & Laying Artificial Kitchen Cabinets. (d) Coloring / Painting Works. (e) Flash Doors, Paint Works.
1.2	**Source of Funds: KPT (Self-Financed).**

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AL-SAUDI ENGINEERS

IB-2 3.1	**Eligible Bidders:** **The intending Bidders must be registered with Pakistan Engineering Council in Category C-06 and above, valid on the date of opening of Bidding.** **(a) Copy of latest Valid NTN, SRB Certificates** **(b) Copy of Online Tax verification (Fresh copy of ATL)** **(c) Updated Company Profile for those who participating first time in KPT** **(d) Copy of Valid PEC Registration Certificate** **(e) Affidavit, that the firm is not defaulter in Income tax department nor blacklisted by any Organization** **(f) In-case of companies and firms, last three years Audited Financial Statement are to be provided showing minimum average turnover of Rs. __ Million.** **(g) In-case of Individual/Sole Proprietors, last three years returns filed with FBR are to be provided showing minimum turnover of Rs. __ million on average for three years**
IB-3	**Cost of Bidding: Cost of Bidding Document is Rs. 1500/=**
IB-5 5.1 5.2	**Clarification of Bidding Documents:** Time Limit for Clarifications is 10 days prior to the deadline for submission of bid and after that time limit the Employer will not entertain any clarification/query etc what so ever in nature.
IB-6	**Amendment of Bidding Documents:** Bidders are not allowed to amend the issued Bidding Documents, however if employers intend to amend the any clause of Bidding Document under GC of 6.2
IB-7 7.1	**Language of Bid:** English
IB-8 **8.1**	**Documents Accompanying the Bid:** Bids are invited under PPRA rule 36 (a) under Single Stage Single envelope, wherein "The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid. both envelopes enclosed together in an outer single envelope.
8.1a	The Technical Bid shall comprise the following: (a) Covering Letter (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3. (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3. (d) Bid Security furnished in accordance with Clause IB.13.

AL-SAUDI ENGINEERS

EXECUTIVE ENGINEER ENGG KPTT K.P.T. (N)

Engineers & Contractors Proprietor

	(e) Power of Attorney in accordance with Sub-Clause IB 14.5. (f) Documentary evidence in accordance with Clause IB.11 (g) Documentary evidence in accordance with Clause IB.12.
IB-10 10.1	**Bid Prices:** Add the following paragraphs: a) The Bidder, by the act of submitting a bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the bidder may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Engineer before, during or after the execution of the Contract, shall effect or modify any of the terms or obligations contained in the Contract. b) The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing from local market. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his bid for all delays, additional costs and financing charges that may arise directly or indirectly there from. c) Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the works. d) The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under and shall be deemed to include all costs of performing the Works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.
IB-10 10.3	**Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the bidder entirely in Pak rupees.
IB-13 13.1	**Amount of Bid Security:** Rs. 100,000/= (One Hundred Thousand Only) Period of Bid Validity is 180 days after the date of bid opening.
13.1	The Bid Security shall be in the form of Bank Pay Order Scheduled Bank in favour of the **Chief Accounts Officer KPT** , valid for a period of 28 days beyond the bid Validity date. The bid Security (original) should be submitted with the Technical Bid and the copy (ies) should be submitted with Price Bid.
IB-14	**Validity of Bids:** Period of Bid Validity is 180 days after the date of bid opening.
	Format and Signing of Bid:

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Engineers & Developers Proprietor

	The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Bidders are particularly directed that the amount entered on the Form of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
14.5	The original and all copies of the Bid shall be typed or written in indelible ink except Price Bid which shall be hand written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified below and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) Power of Attorney on Judicial Paper of Rs. 100 duly attested by Notary Public; and (b) No JV is allowed: (c) No any person other than the authorized representative is allowed to conduct business during bidding process including correspondence, clarification etc for and on behalf of bidder and in the event of award of the Contract during contract execution. (d) The Employer will not entertain any correspondence/clarification/query from unauthorized representative whosoever during and after bidding process.
	Format and Signing of Bid: Number of copies of the bid to be completed and returned: **Original of Bidding Document**
IB-15	**Deadline for submission, Modification and Withdrawal of Bids** Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows: **Sealing & Marking of Bids:** Bidders submitting bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. **Both Technical and Financial proposals will be opened on same date and**








	time as per PPRA 36 (a) 2020
IB-16	**Bid Opening and Evaluation**
IB-16.4 (b)	The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
16.8	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) whether there is a modification or substitution; (c) the Bid Prices, including any discounts and alternative offers if permitted; and (d) any other details as the Employer may consider appropriate. Only Price Bids and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the time of opening of Price Bids.
	Venue time and date of Bid opening: The Employer shall open the **Both Technical and Financial proposals will be opened on same date and time as per PPRA 36 (a) 2020** in public at the address, date and time specified in the Invitation for bids in the presence of Bidders' designated representatives and anyone who choose to attend.
	At the end of the evaluation of the Technical Bids and Financial Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and Financial Proposals and who have been determined as being qualified in Technical and Lowest in Financial for award of works.
	Add following Sub-Clauses The Employer will notify bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Bid Securities after selection/Appointment of Lowest Bidder by Board of Trustees of KPT and uploading of Evaluation Report on PPRA web site .
IB-17 17.1	*Documents to be Confidential* Add the following sub-para: Documents submitted by Bidders in connection with the Bid for above named Works will be treated as confidential and will not be returned.
IB-19	**Award Criteria & Employers Right** Add following paragraph at the end of IB 19.2 The Employer shall examine the Technical Bid and Financial Bids to confirm that

	all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted. The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected. i. Letter of Technical Bid; ii. written confirmation of authorization to commit the Bidder; iii. Bid Security, if applicable; and iv. Technical Proposal in accordance with IB 11
	Examination of Bids and Determination of Responsiveness The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in above A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation. The Employer shall examine the technical aspects of the Bid submitted in accordance with Bidding Document, Technical Proposal, in particular, to confirm that all requirements of Works and Biding Documents have been met without any material deviation. Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission. Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. Provided that a Technical Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Evaluation and Qualification Criteria. The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Evaluation and Qualification Criteria. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

EXECUTIVE ENGINEER EMG-6 DEPTT. K.P.T. (M)

AL-SAUDI ENGINEERS

Al Engineers

	An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
IB-21 21	*Performance Security* **If the successful bidder failed to submit Performance Security of increased amount within fourteen days of demand by the Employer, his bid shall be cancelled and his bid security shall be forfeited.**
	A bid with highly inflated or unworkable rates of any BOQ items may be considered non-conforming and rejected. The Employer may also disqualify such bidder from participating in the subsequent bids who submits such unbalanced and/or unworkable rates of major items of work.
IB-20 29.2	**Notification of Award & Signing of Contract Agreement** The Employer does not bind himself to award the Contract to the lowest or to any Bidder, but will take into careful consideration the bidders prices and such other factors as are deemed applicable.
IB-21.1	**Performance Security:** The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of Pay Order in favour of **Chief Account Officer KPT** valid for a period 28 days after the issue of defect liability certificate.
IB-22	**Integrity Pact:** Deleted
Time Period for completion: 60 Days	

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AL-SAUDI ENGINEERING

FORM OF BID AND SCHEDULES TO BID







FORM OF BID

(LETTER OF OFFER)

Bid Reference No. Maintenle/Repair to DW-06 FM Khan Compound
(Name of Works)

To Chief Engineer

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. — for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address Defence view Society Diamond Residency office No. C1010 Block-A 10th Floor Rayyan Road Near Nesa Jyra Chi and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs 284580/- (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of 100,000/- _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

5. We agree to abide by this Bid for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

EXECUTIVE ENGINEER FMGC K.P.T. (M) KHI

ENGINEERS * AL-SAUDI *

Saudi Engine

8. We understand that you are not bound to accept the lowest or any bid you may receive.

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

Dated this 13-09-2023 day of 09, 2023

Signature

in the capacity of SHERAZ ALI duly authorized to sign bid for and on behalf of
AL Saudi Engineers
(Name of Bidder in Block Capitals)

(Seal)

Address Defence View Society Diamond Residency
Office #C1010 Block-A 10TH Floor Qayyoom
bad Near Iqra University

Witness:

(Signature)

Name: Eng. Amjad Ali (45103-3806571-9)

Address: M/S Al-Saudi Engineers.

AL-SAUDI ENGINEERS

EXECUTIVE ENGINEER (H) K.P.T.

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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







SCHEDULE – A TO BID

SCHEDULE OF PRICES

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

* [To be prepared by the Engineer/Employer]





SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. **Description**

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

3. **Units & Abbreviations**

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units).

4. **Rates and Prices**

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates [illegible] entered for the related items of the Works

and no separate payment will be made for those items.

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

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

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

*(Employer may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

6. Provisional Sums

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

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SCHEDULE - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

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

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SCHEDULE - A TO BID

SCHEDULE OF PRICES

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

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SCHEDULE - B TO BID

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Employer)

Not Applicable

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

Deleted No Sub-Contractor are allowed







SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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

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Saudi Engineers prietor

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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

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SCHEDULE – F 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

Deleted

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

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

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

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

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

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

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EXECUTIVE ENGINEER ENGG DEPTT. KPT

Engineers & Consultants Private Ltd.

Name of Buyer: .....
Signature: .....
[Seal]

Name of Seller/Supplier: .....
Signature: .....
[Seal]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

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

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

Persons

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

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

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

Dates, Times and Periods

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

1.1.8 "Day" means a calendar day

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

Money and Payments

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

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ENGINEERS-AL-SAUDI

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.

1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

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1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE EMPLOYER

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

2.3 **Engineer's/Employer's Instructions**

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

2.4 **Approvals**

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

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 **Authorized Person**

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

3.2 **Engineer's/Employer's Representative**

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

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any

patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 **Programme**

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

7.3 **Extension of Time**

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

the Employer shall extend the Time for Completion as determined.

7.4 **Late Completion**

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

8. **TAKING-OVER**

8.1 **Completion**

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

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances 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 minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4 **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

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

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject

to Clause 10.

11.2 **Monthly Statements**

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

a) the value of the Works executed; and

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

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

11.3 **Interim Payments**

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

11.4 **Retention**

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

11.5 **Final Payment**

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

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EXECUTIVE ENGINEER (M) ENGG DEPTT K.P.T.

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 demobilize 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 demobilize 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 demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

13.2 Force Majeure

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

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

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

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

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 thereunder 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

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

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

CONTRACT DATA

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

Sub-Clauses of
Conditions of Contract

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

(a) (IV) The Engineer: Chief Engineer KPT

1.1.5 **The Contractor** means: To be filled after award

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

1.1.9 **Time for Completion 60** calendar days

1.1.20 **Engineer**

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

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

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

2.1 **Provision of Site:** On the Commencement Date*

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

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

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

4.4 **Performance Security:**

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

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

Specification Clause No's_____

7.2 **Programme:**

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

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

7.4 Amount payable due to failure to complete shall be Rs.17,765= per week up to a maximum of (10%) * of sum stated in the Letter of Acceptance

9.1 **Period for remedying defects**
12 Months

10.2 (e) **Variation procedure:**
The procedure for Variation is as per standard PEC latest formula
The approval / finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down progress of the works in awaiting the approval of rates of all variations.

11.1 ***(a) Terms of Payments**

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

11.3 **Percentage of retention:** five (5%)

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:**

Type of cover

The Works

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EXECUTIVE ENGINEER (III) ENGG DEPTT. KPT

Amount of cover

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

Type of cover

Contractor's Equipment

Amount of cover

Full replacement cost

---

* (Employer to amend as appropriate)

Type of cover

Third Party-injury to persons and damage to property

15% of contract price

14.2 **Amount to be recovered**

Premium plus 05 % percent (____%).

15.3 **Arbitration**

Place of Arbitration: Karachi

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* (Employer to specify as appropriate)







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

Bid Security in the form of Pay Order only

No._____ Date of Bid _____

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

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

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

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;

(2) that in the event of;

(a) the Principal withdraws his Bid during the period of validity of Bid, or

(b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or

(c) failure of the successful bidder to

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EXECUTIVE ENGINEER (M) ENGG DEPTT. K.P.T.

(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 without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

ENGINEERS * AL-SAUDI ENGINEERS

EXECUTIVE ENGINEER (M) ENGG DEPTT. K.P.T.

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with address:_____
_____

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

Letter of Acceptance

Performance Security in the form of Pay Order only

No._____Dated _____

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

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

_____ (Name of Project).

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

EXECUTIVE ENGINEER ENGG DEPTT. K.P.T.

AL-SAUDI ENGINEERS

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

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

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

_____
Guarantor (Bank)

1. Signature _____
2. Name _____
3. Title _____

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

   (a) The Letter of Acceptance;
   (b) The completed Form of Bid alongwith Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices;
   (e) The Specifications; and
   (f) The Drawings

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Guarantee No._____

Executed on_____

(Letter by the Guarantor to the Employer)

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

_____

_____ (Particulars of ContrPact), with

Deleted

_____

_____ (hereinafter called the Contractor).

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

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

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

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

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

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

This Guarantee shall expire not later than _____

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

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

_____

Guarantor Deleted Scheduled Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____
2. Name _____
3. Title _____

_____
Corporate Guarantor (Seal)

SPECIFICATIONS

[Note for Preparing the Specifications

As per KPT's Civil Works Specifications and PEC standards specifications of Civil Works

***DRAWINGS**

Karachi Port Trust

Bill No. : 0112230048

Miscellaneous

Issued By Dept. : ENGINEERING

Bill Date. : 01 DEC 2023

Staff. : PNO ( )

Party Name : M/S AL-SAUDI ENGINEERS

Bill Detail. : BEING THE PERFORMANCE SECURITY DEPOSIT"MAINTENANCE / REPAIR TO DW-6 FM KHAN COMPOUND.VIDE PAY ORDER NO.02492705 DT.01-12-2023 FOR RS.284,600 ISSUED BY SILKBANK KORANGI BRANCH.

Pay. Mode. : SECURITY DEPOSIT

LPD. Ac No. : 0016-70000947-03

Weight (M.T)	Volume (C.M)	Qty	TEUS	Is budget	Charges Description.	New Account Code GLCode-Cost Code	Amount.
				Yes	Security Deposit	06038015-092199	284,600

Amount in Words(Rs.)

Two Hundred Eighty-Four thousand Six Hundred Only

Total. 284,600.00

Signature of Payee

Counter Signature of Forwarding Officer of KPT

We hereby declare that the contents of this form are truly stated,

For Bank Use Only

Name & Signature:

Audit :

Dated :

Created By :
SHAHEEN.GOHAR@[illegible]2023

05 DEC 2023

- Audited and Cleared
- Under Objection
- Objection Cleared

(Chief Auditor)

Signature / Date