KARACHI PORT TRUST

GATEWAY TO PAKISTAN

CIVIL WORKS DIVISION

عزم عالی شان شاد رہے پاکستان

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
CONTRACT AWARD PROFORMA-I
(As Per Rule-47 of PPRA 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	**RE-HABILITATION OF THE ROADS AT EAST WHARF.**
➢ TENDER NUMBER	**TS489511E Dated 06-09-2022**
➢ BRIEF DESCRIPTION OF CONTRACT:	The DTM (E) has requested for repair of roads at East Wharf & accordingly the AXEN (KW), as per the Periodically round, inspected the road infrastructure situated at East Wharf, KPT and observed that, with the passage of time, existing Carpet of roads at various places have ripped off and wide ditches have developed at different places & the same are causing hindrances in smooth flow of traffic particularly heavy cargo vehicles, and may leads to any untoward incident at any time. Hence, requires re-carpeting in-order to avoid the same.
➢ TENDER VALUE	**Rs. 107,127,934.00**
➢ ENGINEER'S ESTIMATE (for civil Works only)	**Rs. 94,018,284.00**
➢ ESTIMATED COMPLETION PERIOD.	**08 Months**
➢ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	**NO**

➢	Advertisement: i) PPRA Website (Federal Agencies) (If yes, give date and PPRA's tender number) • Dated: 06-09-2022 • PPRA No. TS489511E	Yes ✓	No
	ii) News Papers (If yes, give names of newspapers and dates) Daily Express Tribune (English) Dt 08-09-2022 Daily Nai Baat (Urdu) dt 09-09-2022	Yes ✓	No
➢	TENDER OPENED ON (DATE & TIME)	27-009-2022 at 1100 Hrs.	
➢	NATURE OF PURCHASE	Local ✓	Int.

Executive Engineer (South)
KARACHI PORT TRUST

➢	EXTENSION IN DUE DATE (If any)	Yes	No
			✓
➢	NUMBER OF TENDER DOCUMENTS SOLD	Not Known Uploaded on PPRA / KP T 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.)	**N/A**	
➢	WHO IS THE APPROVING AUTHORITY	**KPT Board**	
➢	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.	Yes	No
			✓
➢	NUMBER OF BIDS RECEIVED	Four Bids Received	
➢	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER	Yes	No
		✓	
		Three Bids Received	
➢	WHETHER INTEGRITY PACT WAS SIGNED	Yes	No
		✓	

Executive Engineer (South)
KARACHI PORT TRUST

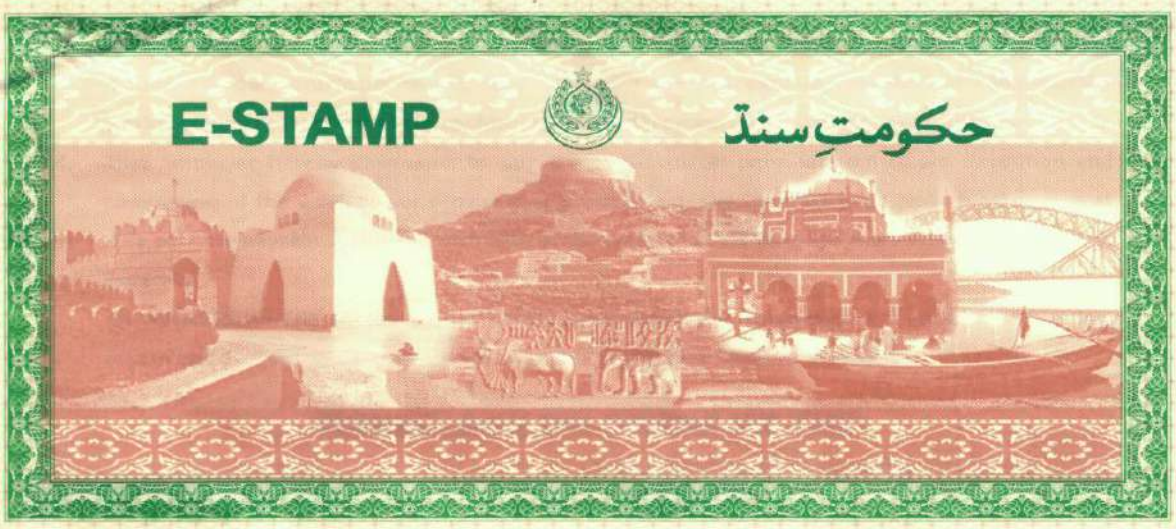
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
(As Per Rule-47 of PP Rules, 2004)

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	**Four (04) Nos.**
➢	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	**M/s. Deen Muhammad Govt. Contractor Al-Hamra Center, F-9-11, Block-7 & Shaheed-E-Millat, Karachi** **Ph # 021-34310065** **Cell # 0333-2399405**
➢	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd ,3rd EVALUATED BID)	**Lowest 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)	**N/A**
➢	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)	**16-08-2023**
➢	CONTRACT AWARD PRICE	**Rs. 107,127,934.09**
➢	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. EV 49262**
➢	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)	**N/A**

Executive Engineer (South)
KARACHI PORT TRUST



NBP-0007-2306190002546652 **GoS-KHI-024E1AB2A5D7B10B**

Non-Judicial **Rs 374,948/-**

Description	: Contract - 15(a)
Principal	: M/s Deen Muhammad Govt Contractor [21536511]
Contractor	: M/s Deen Muhammad Govt Contractor [21536511]
Applicant	: Deen Muhammad [56503-1854775-3]
Stamp Duty Paid by	: M/s Deen Muhammad Govt Contractor [21536511]
Issue Date	: 19-Jun-2023, 12:01:24 PM
Paid Through Challan	: 20234CD006C14021
Amount in Words	: Three Lac Seventy Four Thousand Nine Hundred and Forty Eight Rupees Only

FORM OF CONTRACT AGREEMENT

THIS **CONTRACT AGREEMENT** (hereinafter called the **"agreement"**) made on the _____ day of _____ 2023 between **Karachi Port Trust** (hereinafter called the "employer") of the one part and **M/s. Deen Muhammad Govt Contractor, of Al-Hamra Center, F-9-11 Block 7-8 Shaheed-e-Millat Karachi.** (hereinafter called the "contractor") of the other part.

WHEREAS the Employer is desirous that certain Work, viz: - **RE-HABILITATION OF THE ROADS AT EAST WHARF,"** at the quoted rates and the margined down price of **Rs.107,127,934.09 (Rupees One Hundred Seven Million One Hundred Twenty-Seven Thousand Nine Hundred Thirty-Four & Paisa Nine Only)** sanctioned ***"Vide B.R No. 386 (Item-VIII) Dated:13-02-2023,*** 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. 10,712,800.00* (Rupees: Ten Million Seven Hundred Twelve Thousand Eight Hundred only) *as Performance Security as per Clause No. IB 31.1 IB 32.1 of Contract Data vide KPT Challan No. 1206230062 Dated 13 Jun 2023 ,1606230158 ,1606230143 & 1606230130 Dated 16-Jun 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 alongwith Schedules to Bid:
    d. Conditions of Contract & Contract data;
    e. The priced Schedule of Prices;
    f. The Specifications:
    g. The Drawings
    h. **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 b
In the Presence of

Chairman, Karachi Port Trust
CNIC #

Zahid Hussain
GENERAL MANAGER (CW)
CNIC # 42201-6078496-5

General Manager
(Civil Works)
Karachi Port Trust
KARACHI

Singed by

_____ **Trustee**

In the presence of

_____ **Trustee**

Secretary, KPT

And

Signed and Delivered by the with named Contractor **M/s. Deen Muhammad Govt. Contractor** through their Proprietor **Mr. Deen Muhammad.**

Signed by

In the presence of

_____ Contractor
Mr. Deen Muhammad. Proprietor
CNIC# 56503-1854775-3

Witness

1) Mr. Sarfaraz Khan
CNIC. # 42101-1542822-7

Sig _____

2) Mr. Shams Uddin Babar
CNIC. # 42101-8859615-9

Sig _____

E-STAMP
CONTINUATION SHEET
Government of Sindh

INTEGRITY PACT

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

Contract No. No. E/CS-2(868)/993 *Dated: 14-Mar-2023*
Contract Value: **Rs. 107,127,934.09.**

CONTRACT TITLE: RE-HABILITATION OF THE ROADS AT EAST WHARF.

M/s. Deen Muhammad Govt Contractor, 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 **M/s. Deen Muhammad Govt Contractor,** 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.

M/s. Deen Muhammad Govt Contractor, 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.

M/s. Deen Muhammad Govt Contractor, 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 **M/s. Deen Muhammad Govt Contractor,** 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 **M/s. Deen Muhammad Govt Contractor,** 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.

CHIEF ENGINEER
K.P.T.

M/s. Deen Muhammad Govt Contractor,

KARACHI PORT TRUST

Gateway to Pakistan
A Great Heritage – A Vibrant Future

TENDER NOTICE- Engineering Department

Tenders are invited by the Chief Engineer KPT, under PPRA Rule 36 (b) from Bidders i-e single stage two envelope. 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
REHABILITATION OF ROADS AT EAST WHARF. **The work mainly comprises of:** ➢ Dismantling of Damaged Road. ➢ Providing & Fixing Precast Road Kerb. ➢ Supplying & Filling of Aggregate Base Coarse Material. ➢ Providing & Laying SRC (City Pavers). ➢ Providing & Fixing 2 ½" consolidated Asphalt Macadam. ➢ Providing and Fixing Manhole Covers. ➢ Coloring / Painting Work etc. **Bid Security amount Rs. 2.5 (M) fixed (Refundable) in form of Pay Order in the favour of Chief Accounts Officer KPT).**	**27-09-2022** Receipt at 1100 HRS. & Opening at 1130 HRS. **Tender Fee Rs.5,000/- (Non Refundable)**

1. The intending Bidders must registered with the Pakistan Engineering Council in Category C-4 and above with specialized code CE-01, CE-10 valid on the date of opening of Tender.
2. The Bid should be sealed in two separate envelopes, marked as "**Technical Offer**" & "**Financial Offer**". The Technical Bids alongwith Signed & Stamped Tender Documents will be opened on same day in presence of bidders representative. The Financial Bids shall be kept in safe custody of the Department and to be opened only for the Technically Qualified firms
3. The Intending Bidders may visit KPT / PPRA & MOMA Websites and may Download the Tender Documents. The Prescribed Tender Fees amounting to Rs. 5,000/- and the Bid security of the work which is **Rs. 2.5 (M) fixed** will be submitted separately envelope alongwith the their Technical Bid at the time of submission of tender in Shape of pay Orders, in favor of Chief Account Officer KPT.

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

   a) Copy of latest Valid NTN, SRB Certificates.
   b) Copy of Online Tax verification (fresh copy of ATL).
   c) Company Profile.
   d) Valid PEC Registration Certificate.
   e) Affidavit, that the firm is not defaulter in Income tax department nor blacklisted by any Organization.
   f) Provision of Audited financial statement for last seven years is to be kept showing minimum turnover of Rs. 100 million on average. (as also specified in the Bidding Documents).
   g) Relevant work experience i.e. Road Works worth not less than 100 (M) for at least Two works in last 10 Years.
   h) All submission will be duly signed & stamped by the Bidder.
4. Only the FBR & SRB Registered Bidders are eligible for bidding. Bidder has to quote their rates inclusive of all Govt. Taxes as applicable as per Standard Format.
5. The Bid opening will take place in the Committee Room of the Civil Works / Engineering Department, at 2nd Floor, KPT Head Office Building, Karachi on given date & time.
6. The Bidder must read the instructions contained in Para 1-6 carefully especially the Para-3 in its true letter & Sprit.
7. The KPT may reject all bids or proposals at any time prior to the acceptance of a Bid or Proposal. The KPT shall upon request communicate to any supplier or contractor who submitted a Bid or Proposal, the grounds for its rejection of all Bids or Proposals, but is not required to justify those grounds.
8. Intended Bidders are requested to attend the Pre-Bid Meeting 16-09-2022 at 1130 Hrs. In Committee Room of Chief Engineer 2nd Floor Engineering Department KPT. Head Office, alongwith the queries in written, the reply of same would be posted at Websites of PPRA / KPT within 02 days of receipt of the queries.

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

CamScanner

DOCUMENTS TO
BE RETURNED

KARACHI PORT TRUST
GATEWAY TO PAKISTAN

CIVIL WORKS DIVISION

BIDDING DOCUMENT

FOR

REHABILITATION OF THE ROADS AT EAST WHARF.

SINGLE-STAGE – TWO ENVELOPE PROCEDURE

SEPTEMBER-2022

CHIEF ENGINEER
K.P.T

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CHIEF ENGINEER
K.D.T

KARACHI PORT TRUST

GATEWAY TO PAKISTAN

CIVIL WORKS DIVISION

INVITATION FOR BIDS

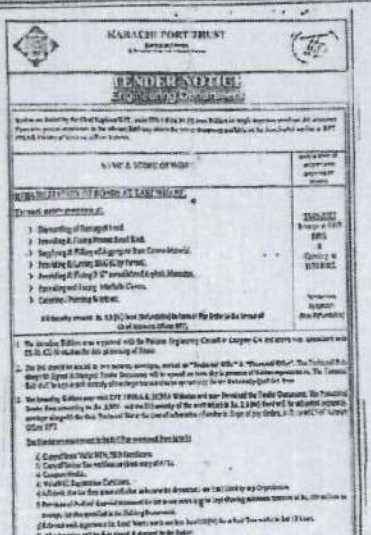
REHABILITATION OF THE ROADS AT EAST WHARF.

Bid Reference No.: E/CS-2(868)/


Daily Nai Baat

Friday, 9 September, 2022

www.naibaat.pk e-mail: karachi@naibaat.com


KARACHI PORT TRUST

TENDER NOTICE

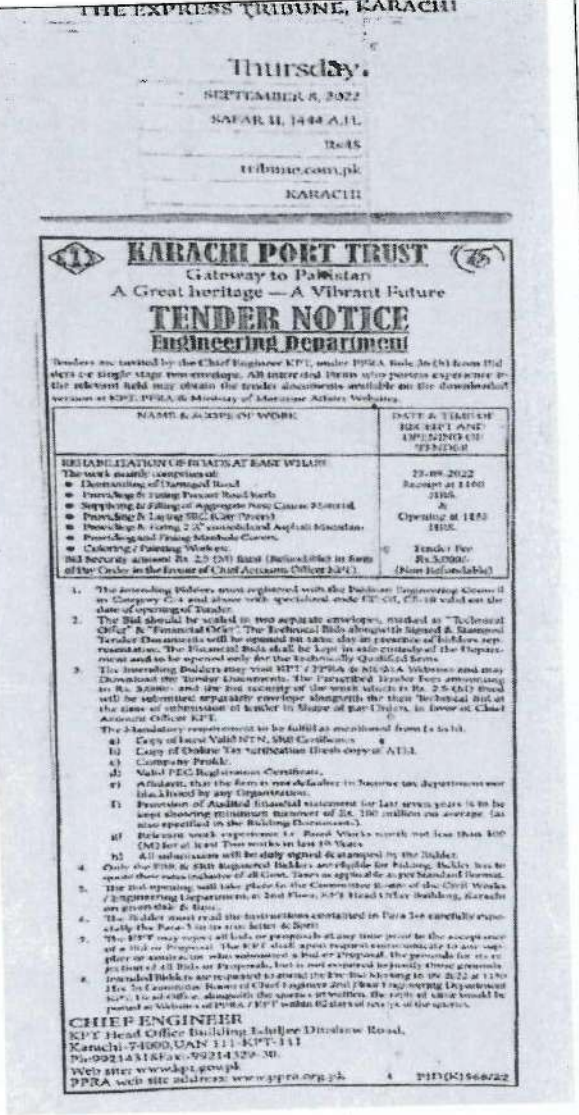
Engineering Department

CHIEF ENGINEER

KPT Head Office Building Jehangir Dinshaw Road,

Karachi-74000, UAN: 111-KPT-111

PID (K) 568/22


THE EXPRESS TRIBUNE, KARACHI

Thursday,

SEPTEMBER 8, 2022

SAFAR 11, 1444 A.H.

8+8S

tribune.com.pk

KARACHI

KARACHI PORT TRUST

Gateway to Pakistan

A Great heritage — A Vibrant Future

TENDER NOTICE

Engineering Department

Tenders are invited by the Chief Engineer KPT, under PPRA Rule No.36(b) from Bidders for single stage two envelope, 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 & DESCRIPTION OF WORK	DATE & TIME OF RECEIPT AND OPENING OF TENDER
REHABILITATION OF ROADS AT EAST WHARF The work mainly comprises of: • Dismantling of Damaged Road • Providing & Fixing Precast Road Kerb • Supplying & Filling of Aggregate base Course Material • Providing & Laying SBC (Cape Seal) • Providing & Fixing 2.5" consolidated Asphalt Macadam • Providing and Fixing Manhole Covers • Cautioning / Painting Works etc Bid Security amount Rs. 2.5 (M) lacs (Refundable) in form of Pay Order in the favour of Chief Accounts Officer, KPT.	23-09-2022 Receipt at 1400 Hrs. & Opening at 1415 Hrs. Tender Fee Rs.5,000/- (Non Refundable)

1. The intending Bidders must registered with the Pakistan Engineering Council in Category C-4 and above with specialized code CE-01, CE-10 valid on the date of opening of Tender.
2. The Bid should be sealed in two separate envelopes, marked as "Technical Offer" & "Financial Offer". The Technical Bids alongwith signed & Stamped Tender Documents will be opened on same day in presence of bidders representatives. The Financial Bids shall be kept in safe custody of the Department and to be opened only for the Technically Qualified Firms.
3. The intending Bidders may visit KPT / PPRA & MOMA Websites and may Download the Tender Documents. The Prescribed Tender Fees amounting to Rs. 5,000/- and the Bid security of the work which is Rs. 2.5 (M) Bank will be submitted separately rowrique alongwith the their Technical Bid at the time of submission of tender in Shape of pay Orders, in favour of Chief Account Officer, KPT.

   The Mandatory requirement to be fulfilled as mentioned from (a to h).
   a) Copy of latest Valid NTN, SNT Certificate.
   b) Copy of Online Tax verification (both copy of ATL).
   c) Company Profile.
   d) Valid PEC Registration Certificate.
   e) Affidavit, that the firm is not defaulter in income tax department nor blacklisted by any Organization.
   f) Provision of Audited financial statement for last seven years is to be kept showing minimum turnover of Rs. 200 million on average (as may specified in the Bidding Documents).
   g) Relevant work experience i.e. Road Works worth not less than 800 CMQ for at least Two works in last 10 Years.
   h) All submissions will be duly signed & stamped by the Bidder.
4. Only the PSE & SME Registered Bidders are eligible for Bidding. Bidder has to operate their sales inclusive of all Govt. Taxes on applicable as per Standard Format.
5. The bid opening will take place in the Committee Room of the Civil Works / Engineering Department, at 2nd Floor, KPT Head Office Building, Karachi on given date & time.
6. The Bidder must read the instructions contained in Para 3ee carefully especially the Para-3 in its true letter & Spirit.
7. The KPT may reject all bids or proposals at any time prior to the acceptance of a Bid or Proposal. The KPT shall upon request communicate to any supplier or contractor who submitted a Bid or Proposal, the grounds for its rejection of all Bids or Proposals, but is not expected to justify those grounds.
8. Intended Bidders are required to attend the Pre-Bid Meeting to be held at 12:00 Hrs. 3rd Floor in the Room of Chief Engineer 2nd Floor Engineering Department KPT Head office, alongwith the queries if written. The reply of same would be posted on Website of PPRA / KPT within 02 days of receipt of the queries.

CHIEF ENGINEER

KPT Head Office Building Jehangir Dinshaw Road,

Karachi-74000, UAN: 111-KPT-111

Ph:-9921431Fax:-99214329-30.

Web site: www.kpt.gov.pk

PPRA web site address: www.ppra.org.pk

PID(K)566/22

Bidding Data

Instructions to Bidders

Clause Reference

IB.1.1	**Name and address of the Employer:** The Employer is **KARACHI PORT TRUST**
IB.1.1	**Name of the Project & Summary of the Works:** This Contract envisages for the **REHABILITATION OF THE ROADS AT EAST WHARF**

Dismantling of Damaged Road.	Providing & Fixing Manhole Covers.
Providing & Fixing precast Road Kerb.	Coloring / Painting Work etc.
Supplying & Fitting of Aggregate Base Course Material.	
Providing & Laying SRC (City Pavers)	
Providing & Fixing 2 ½" Consolidated Asphalt Macadam.	

IB.2.1	**Name of the Borrower/Source of Financing/Funding Agency:** The employer is funding the project through its own resources.
IB.3.1 (a)	**Eligible Bidders** Bidders must possess the valid PEC License in Category C-04 or above, with specialized category of CE01, & CE10
IB.7	The Bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with clause IB.9. **Volume: I** ▪ Instructions to Bidders. ▪ Bidding Data. ▪ Form of Bid and Appendices including BOQ. ▪ Forms ▪ Conditions of Contract **Volume: II** ▪ Specifications – Special & Technical Provisions **Volume: III** ▪ Bill of Quantities (BOQ) **Volume: IV** • Tender Drawings
IB.8.1	**Time limit for clarification:** The limit for clarification is 10 days before opening of tenders

CHIEF ENGINEER
K.P.T

IB.10.1	**Bid language:** The Bid language is "ENGLISH".
IB.13.1	**Bidders to quote entirely in Pak. rupees**
IB.14.1	**Period of Bid Validity:** The period of Bid validity is 180 days.
IB.15.1	**Amount of Bid Security:** This clause may be read as:- The amount of Bid Security is Rs. 2.5 Million in the form of Pay Order only in the name of Chief Accounts Officer KPT.
IB 16	**Alternate Proposals by Bidders** This clause is deleted in its entirety.
IB 17.1	**Venue, time, and date of the Pre-Bid meeting:** Venue: Committee Room of Engineering Deptt. 2nd floor. KPT Head Off. Bldg. Eduilji Dinshaw Road. Karachi. **Time: 1130 Hrs Date: 16-09-2022**
IB.18.4	**FORMAT & Signing of BID** Number of copies of the Bid to be completed and returned, duly signed and Stamped on Each and Every Page. 01 Original and 01 Copy.
IB.19.2(a)	**Employer's address for the purpose of Bid submission:** Chief Engineer, Engineering Department Karachi Port Trust KPT Head Office Building Eduljee Dinshaw Road Karachi-74000 Pakistan.
IB.20.1(a)	**Deadline for submission of bids:** As notified in "Invitation to Bids".
IB.23.1	**Venue, time, and date of Bid opening:** As notified in "Invitation to Bids".
IB.23.3	In the third line of this sub-clause add the words " the amount of Bid Security " after the words "or absence of Bid Security."
IB.28.1	In the first line of this sub-clause add the word " / Consultant " after the word " Employer"
IB.29.2	In the first line of this sub-clause add the word " / Consultant " after the word " Employer" and in line three replace the word " contractors" by "Bidders"
IB.31.4	In the first line of this sub-clause add the word " acceptable " before the word " Performance Security"
IB.32.1	**Standard form and amount of Performance Security acceptable to the Employer:** The amount of Performance Security would be 10% of the Contract Value. The Performance Security would be acceptable to the Employer in the shape of un-conditional **BANK GUARANTEE ONLY**. In the first line of this sub-clause add the word " an acceptable " before the word " Performance Security" and also delete the word "a" before the word " Performance Security".
IB.33.2	In the second line of this sub-clause add the word " duly completed " before the word " contract agreement"

CHIEF ENGINEER
K.P.T

INSTRUCTIONS TO BIDDERS
&
BIDDING DATA

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 **Scope of Bid**

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

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

1.2 **Source of Funds**

The Employer has arranged funds from its own sources.

IB.2 Eligible Bidders

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

a) Bidders must possess the valid PEC License in Category C-04 or above, with specialized category of CE01, CE10

b) duly registered in the tax authorities (FBR & SRB) and possess NTN Number.

IB.3 Cost of Bidding

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

IB.4 One Bid per Bidder

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

IB.5 Site Visit

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

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



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B. BIDDING DOCUMENTS

IB.6 Contents of Bidding Documents

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

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

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

IB.7 Clarification of Bidding Documents

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

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

IB.8 Amendment of Bidding Documents

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

8.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 8.1 hereof, and shall be communicated in writing to all Employer of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

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

C. PREPARATION OF BIDS

IB.9 Language of Bid

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

IB.10 Documents Comprising the Bid

10.1.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid (along with the original Bid Security) and the other the Price Bid, containing the documents listed. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified 10

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IB.11 Sufficiency of Bid

11.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

11.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for the execution and supply of water at various locations

IB.12 Bid Prices, Currency of Bid and Payment

12.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works under the Contract. Schedule A to Bid shall only be provided in Price Bid.

12.2 The price adjustment on account of change in prices and labour wages shall be admissible as per special instructions given in Schedule B to Bid.

12.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the Pakistani Rupees only .

IB 13 Documents Establishing Bidders' Eligibility and Qualification

13.1 Pursuant to Clause IB.10, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

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

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

IB.14 Documents Establishing Works' Conformity to Bidding Documents

14.1 To establish the conformity of the Works to the Bidding Document, **the Bidder shall furnish as part of its Bid the documentary evidence of the same as per Tender Notice..**

IB.15 Bid Security

15.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security for an amount of Rs. 2.5Million only (Fixed) in Pak. Rupees in the form of Pay order or a Bank Guarantee issued by a Scheduled Bank in Pakistan having at least AA rating from PACRA/JCR in favor of the Chief Accounts Officer, KPT valid for a period up to Twenty Eight (28) days beyond the bid validity date.

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

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

15.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.32 and signed the Contract Agreement, pursuant to Sub-Clauses IB.33.1 & 33.2.

15.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or
(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 25.2 (b) hereof; or
(c) if a bidder submit the false/ forged/ tempered documents in conformity of his eligibility
(c) in the case of a successful bidder, if he fails to:
(i) furnish the required Performance Security in accordance with Clause IB.32, or
(ii) sign the Contract Agreement, in accordance with Sub-Clauses IB. 33.1 & 33.2

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IB.16 Validity of Bids

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

IB.17 Pre-Bid Meeting

17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting , if convened, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer **Two Days** before the proposed pre-bid meeting.

17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 6 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.8 and not through the minutes of the pre-bid meeting.

17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

IB.18 Format and Signing of Bid

18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

18.2 All appendices to Bid are to be properly completed and signed.

18.3 No alteration is to be made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 10 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit a Copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.

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18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed/ initialed & stamped by the person signing the bid.

18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.

(c) The technical bid should comprise of documents listed in IB10.1 (A) & the price bid should comprise of documents listed in IB 10.1 (B) which shall be placed in separate envelopes in accordance with IB 10.1.

19.2 The inner and outer envelopes shall:

(a) Be addressed to the Employer at the address as under:

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

(b) Bear the name and identification number of the contract as under:

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

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

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

IB.20 Deadline for Submission of Bids

20.1 (a) Bids must be received by the Employer at the address specified no later than :

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

(c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.24 will be returned unopened to such bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

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

IB. 22 Bid Opening

22.1 The Employer will open the Technical Bids in public at the address, date and time

in the presence of Bidders` designated representatives and anyone who choose to attend.

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

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22.2 **DELETED**

22.3 **DELETED**

22.4 **DELETED**

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

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

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

Preliminary Examination of Technical Bids

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

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

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

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

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

22.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.

22.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

22.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

(a) The name of the Bidder;
(b) The Bid Prices, including any discounts and alternative offers; and
(c) Any other details as the Employer may consider appropriate.

Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

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IB.23 Clarification of Bids

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

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

IB.24 Examination of Bids and Determination of Responsiveness

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

24.2 A substantially responsive bid is one which

(i) meets the eligibility and qualification criteria;

(ii) has been properly signed;

(iii) is accompanied by the required Bid Security in original;

(iv) Includes signed Integrity Pact where required as per clause IB.35 and

(v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.

A material deviation or reservation is one

(i) which affect in any substantial way the scope, quality or performance of the Works;

(ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract;

(iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

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

IB.25 Correction of Errors

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

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25.2 The amount stated in the Letter of Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB.15.5 (b) hereof.

IB.26 Evaluation and Comparison of Bids

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

26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) Making any correction for errors pursuant to Clause IB.25;
(b) Making an appropriate adjustment for any other acceptable variation or deviation.

26.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

26.4 If the Bid or the individual rates quoted with respect to source and delivery of potable water, of the successful bidder is seriously unbalanced in relation to the Employer's estimate for respective source and delivery of potable water or the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the delivery methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.31 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

IB.27 Process to be Confidential

27.1 Subject to Sub-Clause IB.24.1 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

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

F. AWARD OF CONTRACT

IB.28 Award

28.1 Subject to Clauses IB.29 and IB.33, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the most advantageous Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 28.2

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

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

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

29.1 Notwithstanding Clause IB.28, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.30 Notification of Award

30.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

30.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.

30.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

30.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.31 Performance Security

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

31.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.32 Signing of Contract Agreement

32.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

32.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB. 33 General Performance of the Bidders

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

IB.34 Integrity Pact

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

IB.35 Instructions not Part of Contract

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

MUHAMMAD DEEN

CHIEF ENGINEER
K.P.T

BIDDING DATA

Instructions to Bidders

Clause Reference

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

Brief Description of Works

REHABILITATION OF THE ROADS AT EAST WHARF.

KPT intends to refurbish/ repair/ maintenance of Roads at East wfarf Keamari as per BOQ attached.

5.1 (a) **Employer's address:**
CHIEF ENGINEER,

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

(b) **Engineer's address:**

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

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

i. Covering Letter
ii. Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5)
iii. Form of Technical Bid, duly filled, signed in accordance with submission of the bid.
iv. Bid Security furnished in accordance with IB.15
v. **Documentary evidence in accordance with Clause IB.13 (**Qualification and Experience – Schedule F to Bid
vi. **Documentary evidence in accordance with Clause IB.14**
vii. Schedules to Bid (B to E) duly signed and stamped by the Bidder
viii. Past Performance, Current Commitment
ix. Financial Competence and Access to Financial Resources
x. Pending litigation information

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

i. Letter of Price Bid
ii. Price Adjustment as per Special instructions
iii. Schedule of Price / Bill of Quantities - SCHEDULE A

MUHAMMAD

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IB 13 Documents Establishing Bidders' Eligibility and Qualification

13.1 As per Schedule F to Bid

15.1 **Amount of Bid Security: PKR 2.5 Million only** - in the form of pay order in favour of the Chief Accounts Officer, KPT

16.1 **Period of Bid Validity:** 180 days from the date of submission i.e from 27-09-2022 to 05/03/2023 Or as per actual submission date..

IB.17 Pre-Bid Meeting

Venue: Committee Room of CW Division,
Time: 1130 Hrs
Date: 16-09-2022

20.1(a) **Deadline for Submission of Bids** - 11:30 AM on **16-09-2022**

22.1 **Venue, Time, and Date of Bid Opening**
Venue: Committee Room of CW Division,
Time: 1130
Date: 27-09-2022

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Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.

2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums _____%.

3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	----------
Euro	----------
Japanese Yen	----------
U.K. Pound	----------
U.S. Dollars	----------
----------	----------
----------	----------

DELTED

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Appendix-C To Bid

PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

(To be filled by the Employer)

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.27	
(ii)	Local Labour	0.15	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags	0.12	" " "
(iv)	Reinforcing Steel	0.05	" " "
(v)	High Speed Diesel (HSD) / POL	0.02	" " "
(vi)	Bricks	——	" " "
(vii)	Bitumen	0.54	" " "
(viii)			
	Total	1.000	

Notes:

1) Indices for "(ii)" to "(vii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.

2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

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Appendix-D to Bid

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.

3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour , supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.

6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities

7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

Daywork Schedule

We understand and agree that for execution of any work on the basis of Daywork the written order of the Engineer is required.

The Contractor will be paid for work in respect of which he is directed by written order of the Engineer to perform as Daywork, on the basis and at the rates and prices set forth herein.

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Workmen:
Workmen hours and other costs towards day works shall be paid in Pak Rupees only, in accordance with the following schedule:

S.NO.	Type of Workmen	(First Class)	Rate per hour (Rupees)
1.	Carpenter	"	250.00
2.	Mason	"	250.00
3.	Plumber/Fitter	"	250.00
4.	Electrician	"	250.00
5.	Mechanic	"	250.00
6.	Welder	"	250.00
7.	Painter	"	250.00
8.	Black smith/fixer	"	250.00
9.	Machine Operator	"	250.00
10.	Semi skilled	"	220.00
11.	Un skilled	"	187.50

(1) The above hourly rates include percentage addition of 25% to cover the Contractor's profit, overhead charges, superintendence and insurance; all allowances of workmen and other clerical and office work, the use, repair and sharpening of tools, the use of consumable stores and electrical power; the use of non-mechanical plant and scaffolding, the use of water, lighting and appliances of all descriptions; supervision by Contractor's staff, foremen, gangers, and all other incidental charges whatsoever.

(2) The Contractor shall carry out all Day Work, within normal working hours unless the Engineer has given written approval to the contrary. Payment of workmen employed on Day Work performed outside normal working hours will be made at overtime rate only if the Engineer has given such approval. Rate for overtime shall be the rate indicated above plus 50% increase for overtime work.

Materials:
Materials to be supplied for Daywork which are actually incorporated into the Works shall be paid for at the invoiced price for locally procured materials of local or foreign origin delivered to Site plus surcharge of 25% for cartage and handling from source to site, wastage and Contractor's overhead and profit.
Any payment made for Daywork shall be final.

Plant:

Any plant used for Daywork shall be charged at the hire rates entered by us in Appendix "G" to the Form of Tender or if not listed herein, at comparable rates.

The hire rate of construction plant and equipment entered in Appendix 'G' shall be applicable only for work done on the basis of Daywork provisions.

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BE-1
Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

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

	Description	Time for Completion
a)	Whole Works	Eight (08) Calendar Months.

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METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]

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LIST OF MAJOR EQUIPMENT – RELATED ITEMS

[The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

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Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

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CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).

2. Provision of Services.

    a) Power (expected power load, etc.).
    b) Water (required amount and system proposed).
    c) Sanitation (sewage disposal system, etc.).

3. Construction of Facilities

    a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
    b) Warehouses and Storage Areas (area required, type of construction and layout).
    c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).

4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).

5. Other Items Proposed (Security services, etc.).

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ENGINEERING DEPARTMENT

SPECIAL STIPULATION

SUB:- REHABILITATION OF THE ROADS AT EAST WHARF.

CONSTRUCTION CAMP.

1. The Contractor shall provide / construct a temporary site office of area not less than 120 SQFT in which he provided the necessary office automation, viz:

   a. Office Table and Chairs.
   b. Visiting Chairs
   c. Computer automation including Latest one Core i7 (10th Gen) desktop computer of approved brand with laser jet Pro M203 Jw printer and HP scanner or Equivalent.
   d. Water Dispenser with Water bottles of reputed quality in sufficient quantity.
   e. Photo State Machine (Ricoh or Equivalent).
   f. Other ancillary Items for office use.
   g. Vehicle in good running condition of minimum 1300 cc registered in 2021-22 or later of local made with 350 ltrs of fuel per month, maintenance and repair with full time driver. (From Date of Awarded till Expiry of Maintenance Period)

2. The contractor shall be responsible for Pumps, Electrical Power, Water and Electrical distribution System including all fittings, Pipes and Other Items necessary for serving the Contractor's Construction camp.

3. The bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

   i. Site Preparation (Cleaning , land preparation etc.)

   ii. Provision of Services.

      a. Power (expected power load, etc)

      b. Water (required amount and system proposed)

      c. Sanitation (Sewage disposal system, etc).

   iii. Construction of facilities:

      a. Contractor's office, (para-1 above) Workshop and Work Areas (area required and proposed layout, type of Construction of Building, etc)

      b. Warehouse and Storage Areas (area required and proposed layout).

   iv. Construction Equipment Assembly and Preparation (Detail Plans for carrying out this activity).

   v. Other Items Proposed (Security Services, etc).

   vi. After the completion of the work the Office Automation in Para-1. (c, d & e) will revert to the employer free of cost. The contractor shall include the cost of the above facility in the rates of the items of BOQ and no additional / separate payment would be made for the above mentioned facilities.

   vii. The Contractor must inspect the site & condition of the existing area, before tendering general conditions of contract, drawing & bill of quantity shall be read in conjunction with these specification.

   Although the specification are sub divided under different headings, every part of it shall be deemed supplementary to and complementary to every other part and shall be read with it or into it so far as it may be practicable to do so.

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a) The work has to be carried out at site in portions so as to cause the least dislocation to the flow of traffic on road it is proposed to deliver the site to the contractor in convenient portions so that the contractor completes the work in one portion and takes delivery of the next and hands over the completed portion to the Engineer for being put to use. However contractor may suggest alternate facing for approval of engineer to suit the conditions at site during the execution of the work.

b) The material required for the work should be brought at site of works in convenient lots which will be determined by the Engineer on basis of programme to be furnished by the contractors.

c) All existing services such as cables, mains pipes above or below the ground encountered during the course of work are to be maintained by the contractor in position and it working order, the cost of temporary supports and protection shall be borne by the contractor

d) The contractor will take all necessary precautions against fire hazard and arrange stand-by services of the fire staff at his own cost if necessary.

e) The contractors will include in their rate for providing barricading the job at site which will be needed at site for efficient and correct execution of work.

f) The contractor must inspect the site to assess regarding rates. The Contractor have to make proper provision in rates for filling all pot holes, signage, potion and damages slab to bring surface in one level.

g) The contractor has to provide job mix design formula of asphalt concrete from recognized soil and material testing laboratory as per approval for Engineer Incharge.

h) The contractor has to make testing arrangements at site through recognized soil and material testing laboratory as per approval of the Engineer Incharge.

i) The work is to be carried out in working time in case of stoppage of work due to any incident or due to strike and other reason no claim of the contractor is to be entertained.

j) The facilities of Construction Camp will be provided by the Contractor within 15 days from Date of Award, if fails to do so. No Payment will made to contractor for any of the IPC & a deduction on this account will made as per Current Market Prices at the discretion of Employer / Engineer.

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BJ-1
Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities, expressed in thousands of Pakistani Rupees:

Months	Amounts (1,000 Rs.)
1	2
Ist Month	
2nd Month	
3rd Month	
4th Month	
5th Month	
6th Month	
7th Month	
8th Month	
Total Bid Price	

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BK-1
Appendix-K to Bid

ORGANIZATION CHART
FOR THE

SUPERVISORY STAFF AND LABOUR

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(INTEGRITY PACT)

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

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

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

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FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE GUARANTEE/BOND

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BS-1

BID SECURITY

(Pay Order in Favour of Chief Accounts Officer, KPT)

Security Executed on 26/9/22
(Date)

Name of Surety (Bank) with Address: Askari Bank N. Nazimabad Karachi (0711)
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address Qalin Muhammad Plot no 576/5 Nusrat Bhutto Colony N. Nazimabad Karachi

Penal Sum of Security Rupees 2,500,000 (Rs. Twenty five Lacs)

Bid Reference No. Rehabilitation of Roads at East Wharf

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

_____

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated 27/6/22 for Bid No. Nil for Nil (Particulars of Bid) to the said Employer; and

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

(1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

_____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

_____

Name, Title & Address

1/3

28/12

CHIEF ENGINEER
K.D.T

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address:_____

_____

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

_____

Letter of Acceptance No. _____Dated _____

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

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

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

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

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

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

_____
Guarantor (Bank)

Witness:

1. _____ Signature _____

_____

_____ Name _____
Corporate Secretary (Seal)

Title _____

2. _____

_____

_____ _____
Name, Title & Address Corporate Guarantor (seal)

CHIEF ENGINEER
K.P.T

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesses as follows:

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

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

   (a) The Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract – Part II;
   (f) The General Conditions – Part I;
   (g) The priced Bill of Quantities (Appendix-D to Bid);
   (h) The completed Appendices to Bid (B, C, E to L);
   (i) The Drawings;
   (j) The Specifications.
   (k) _____ (any other)

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

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

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

Signature of the Contactor

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

Signature of Employer

_____

(Seal)

Witness:

_____

CHIEF ENGINEER
K.P.T

(Name, Title and Address) (Name, Title and Address)

MG-1

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No._____ Date _____

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

(Particulars of Contract)

with _____ (hereinafter called the "Contractor').

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees _____ (Rs _____) 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 for the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____

(Scheduled Bank in Pakistan acceptable to the Employer)

(hereinafter called the "Guarantor") at the request of the Contractor has agreed to the Employer agreeing to make the above advance to the Contractor, has agreed to furnish 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 fulfilment of any of his obligations for which the advance payment is to be repaid, 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, 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 remain in force until the advance payment is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____whichever is earlier. (Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if above mentioned date the advance payment is not fully adjusted.

DELETED

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GUARANTOR

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

WITNESS

1. _____

_____

Corporate Secretary (Seal)

2. _____ _____

(Name Title & Address) Corporate Guarantor(Seal)

CHIEF ENGINEER
K.P.T

05 September 2022

KARACHI PORT TRUST
ENGINEERING DEPARTMENT

DOCUMENTS TO
BE RETURNED

NAME OF WORK: REHABILITAION OF ROADS AT EAST WHARF.

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 amount Rs. 2.5 (M) of the bid amount.

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".***

h) ***Any of the False / Forged / Tempered information provided by the Bidder may eligible him for the disqualification and forfeited of the Bid Security, covering under rules.***

CHIEF ENGINEER
K.P.T

B.O.Q ITEMS

KARACHI PORT TRUST
Engineering Department

Dated : **********

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REHABILITATION OF THE ROADS AT EAST WHARF

Plan #

Dated :

No. Ref.	Item description	Unit	Rate	Rate in Words	Quantity	Amount
1	SCARIFYING AND DISMANTLING OF DAMAGED ROAD CARPET, ASPHALT UPTO REQUIRED DEPTH AS DIRECTED I/C TUCKING / CHISELING EXISTING SURFACE / PAVEMENT BY PICK AXES OR ANY OTHER MEANS AT SUITABLE DISTANCES UPTO REQUIRED DEPTH & DISPOSAL OF ALL RUBBISH / DEBRIS ETC. OUTSIDE KPT LIMITS AS PER DIRECTIONS OF ENGINEER INCHARGE.	PER SQ/M	115	one hundred fifteen rupees only	29,122.00	3,349,030
2	CUTTING OF ROAD PAVMENT, RCC PLINTH WITH MACHINE IN STRAIGHT ALIGNMENT 4" TO 8" DEPTH ETC COMPLETE AS PER DIRECTION OF ENGINEER INCHARGE.	PER R/M	600	Six hundred rupees only	150.00	90,000
3	PROVIDING AND FIXING PRECAST ROAD KERB, GREY OF BEST APPROVED QUALITY OF SIZE 6" X 12" X 18", HAVING MINIMUM CUBE CRUSHING STRENGTH OF 3000 PSI AT 28 DAYS, LAID IN APPROVED PATTERN AND AT ANY SURFACE INCLUDING LAYING OF MAXIMUM 3¿ THICK 1:4:8 LEAN BED AS UNDER LAYER WITH LEVELING TO REQUIRED PROFILE, COMPACTION, AND FILLING JOINTS WITH CM 1:4 FOR INTERLOCKING COMPLETE AS PER DIRECTION OF ENGINEER INCHARGE.	PER R/M	1000	~~hundred~~ rupees only one thousand	150.00	150,000
4	SUPPLYING & FILLING OF HUB RIVER GRANULAR BASE COURSE MATERIAL (GHERA) IN PLINTHS OR UNDER FLOOR, FOUNDATIONS, PIPE TRENCHES, DRAINS SHAFTS, WELLS INDEPENDENT HOLES ETC FOR ANY / REQUIRED PROFILE AND DEPTH INCLUDING CONSOLIDATION, COMPACTION (MANUALLY OR MECHANICALLY) IN LAYERS NOT EXCEEDING 230MM (9¿) THICKNESS WATERING ETC ALL COMPLETE AS PER DIRECTION FROM APPROVED QUARRY.	PER CU/M	1800	Eighteen ~~thousand~~ hundred rupees only	650.00	1,170,000
5	PROVIDING AND LAYING SRC (CITY PAVERS), GREY / PIGMENTED OF BEST APPROVED QUALITY OF SIZE 100MM X 200MM X 80MM THICK , HAVING MINIMUM CUBE CRUSHING STRENGTH OF 8000 PSI AT 28 DAYS, LAID IN APPROVED PATTERN AND AT ANY SURFACE INCLUDING LAYING OF MAXIMUM 3¿ THICK SAND (KHAKHA) CUSHION AS UNDER LAYER WITH LEVELING TO REQUIRED PROFILE, COMPACTION, AND FILLING OF PAVER JOINTS WITH SAND FOR INTERLOCKING AND APPLICATION OF VIBRO COMPACTOR OVER THE SURFACE TO ACHIEVE SMOOTH SURFACE, COMPLETE AS PER DIRECTION OF ENGINEER INCHARGE.(CUTTING OF PAVERS BY MEANS OF SPECIAL CUTTING MACHINE),	PER SQ/M	2000	two thousand rupees only	16,216.00	32,432,000
6	PROVIDING & LAYING 2 1/2" THICK CONSOLIDATED AVERAGE ASPHALT MACADAM CENTRAL PLANT HOT MIX WITH LIQUID ASPHALT 60/70 GRADE MIN. STABILITY 1800 PSI USING AGGREGATE AS PER GRADATION TABLE IN THE ATTACHED SPECIFICATION, JOB MIX FORMULA IN BINDER LAYER I/C. TUCKING, CLEANING AND TACK COAT AND USING PAVER MACHINE, TANDOM ROLLER & PNEUMATRIC ROLLER, PTR AS PER SPECIFICATION AND DIRECTION OF ENGINEER INCHARGE.	PER SQ/M	2000	two thousand rupees only	25,284.00	50,568,000
7	RAISING THE EXISTING FIRE HYDRANT CHAMBERS, ELECTRIC CHAMBERS AND ALL TYPES OF MANHOLES, I/C. DISMANTLING / TAKING OUT EXISTING FRAME AND COVER AND REFIXING THE SAME UPTO PLINTH LEVEL WITH 1:2:4 CEMENT CONCRETE ETC. COMPLETE AS PER DIRECTION OF ENGINEER INCHARGE.	EACH	8000	Eight thousand rupees only	120.00	960,000

CHIEF ENGINEER
K.P.T

28/12

20/12/22

26/12/22

26/12/2022

B. O. Q. ITEMS

KARACHI PORT TRUST
Engineering Department

Dated : **********

REHABILITATION OF THE ROADS AT EAST WHARF

Plan #

Dated :

No.	Ref.	Item description	Unit	Rate	Quantity	Amount
8		PROVIDING C I MANHOLE COVER WITH FRAME OF REQUIRED SIZE AND DESIGN APPROX WEIGHT OF 225 KG EACH PIER ETC COMPLETE AS PER DIRECTION OF ENGINEER INCHARGE.	PER KG	200 (two hundred rupees only)	6,000.00	1,200,000
9		PREPARE SURFACE AND APPLYING 1" THICK AVG CEMENT SAND PLASTER AT ANY HEIGHT OF RATIO 1:4, FINISHED SMOOTH INCLUDING CURING, SCAFFOLDING, CORNICES, EDGES ALL AS SPECIFIED AND DIRECTED.	PER SQ/M	400 (four hundred rupees only)	600.00	240,000
10		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 INEQUALITIES IF ANY AT ANY HEIGHT AND IN ANY FLOOR I/C. REMOVING RUBBISH ETC., OUTSIDE K.P.T. LIMIT.	PER R/M	200 (two hundred rupees only)	650.00	130,000

NOTE :-

A). THE CONTRACTOR HAVE TO FURNISH JOB MIX FORMULA FOR THE MATERIALS MIXED AT PLANT BEFORE START OF WORK.
B). THE CONTRACTOR SHALL ARRANGE & EXECUTE THE FIELD & LAB TEST REQUIRED FOR EXAMINING, MEASURING & TESTING ANY JOB & THE QUALITY. THE COST OF MAKING ALL TEST SHALL BE BORNE BY THE CONTRACTOR.
C). THE CONTRACTOR SHALL ARRANGE BARRIERS FOR THE BLOCKAGE OF SITE FOR EXECUTION & PROTECTION PURPOSES.
D). CONTRACTOR HAVE TO OBTAIN PERMISSION & FIRE PROTECTION COVER FOR THE HOT WORKS FROM P.F.O. KPT ON PAYMENT OF CHARGES.
E). THE SITE WILL BE HANDED OVER IN PORTIONS.
F). THE CONTRACTOR HAS TO FILL IN THE POT HOLES & SINKAGE PORTIONS TO BRING THE SURFACE TO ONE LEVEL TO RECEIVE AVERAGE ASPHALT MACADAM.NO EXTRA PAYMENT WILL BE MADE ON THIS ACCOUNT RATE SHOULD INCLUDE THE COST INVOLVED.
G). ALL EHS ARRANGEMENTS WILL BE MADE BY THE CONTRACTOR.

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26/12/22

26/12/22

26/12/22

26/12/2022

TOTAL :	90,289,030
ADD 5% CONTINGENCIES	4,514,451.5 0
NET TOTAL	94,803,481.5
ADD 13% S.R.B	12,324,452.5
GRAND TOTAL	107,127,934.095

CHIEF ENGINEER
K.P.T

ten Crore seventy one lakh twenty seven thousand nine hundred thirty four rupees and ninety five paisa

calculations-

CHECKED
Rs. 107,127,934.095/-
for