



**PORT QASIM AUTHORITY  
BIN QASIM, KARACHI-75020**

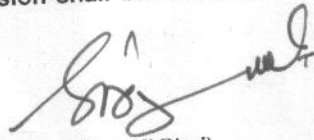
Gateway to National Prosperity

**NOTICE INVITING TENDER**

1. Port Qasim Authority invites sealed tender from the Contractors/ firms registered with FBR, SRB and Pakistan Engineering Council (PEC) in C-5 Category or above, valid up to 30<sup>th</sup> June, 2021, with specialization code CE-02 & 03 for the work mentioned here under:

S.#.	Name of Work	Earnest Money in shape of pay order in favor of PQA	Tender fee by pay order (nonrefundable) in favor of PQA	Contract Period	Bid submission & Opening Date
145	REPAIR / MAINTENANCE AND RENEWAL OF STEEL STRUCTURES & REPLACEMENT OF EXISTING MS PIPE WITH NEW HIGH DENSITY POLYETHYLENE PIPES (HDP) AND SAFE GUARDS AT IRON ORE COAL BERTH (IOCB)	PKR 2.8 Million Note: Earnest Money also accepted in shape of bank guarantee issued by Karachi based bank having minimum AA rating.	Rs. 5000/=	09 Months	05.05.2021

- Interested firms may contact Director (M&E) Port Qasim Authority for inspection of the site and for obtaining tender documents on any working day during office hours up to 3.05.2021 between 10.00 am to 4. 00pm. Tenders shall only be issued to the eligible contractors as mentioned above (i) to (iii).
- The bids prepared in accordance with instructions in the bidding documents on two envelopes basis, one enclosing "Technical proposal" and other "Financial Proposal" must reach at the office of Director (M&E), Port Qasim Authority, Karachi by 05.05.2021 at 12:00 hours. Technical proposal only, will be opened at 12:30 hours on same date in presence of the representatives of the bidders, who may wish to attend. Earnest money Rs.2.8 Million (refundable) in shape of pay order/bank guarantee in favor of Port Qasim Authority should be enclosed in separate envelope & without earnest money proposal shall not be accepted.
- PPRA-2004 rules-36(b) will be observed in the tendering. The advertisement tender documents are also available at PQA/PPRA website: [www.pqa.org.pk](http://www.pqa.org.pk) for reference purpose.
- After Evaluation of Technical Proposals, Financial Proposals of technically qualified bidders/firms shall be opened in presence of bidders or their authorized representatives. The date and time of opening of financial proposals will be communicated later. However, the financial proposal of technically non-qualified shall be returned unopened.
- The Port Qasim Authority reserves the right to accept or reject any or all tenders as per PPRA-2004 and no claim whatsoever will be entertained in this regard, Authority's decision shall be final and binding on all the bidders.

  
(Syed Aijaz Ali Rizvi)  
SECRETARY

Email: [secretary@pqa.gov.pk](mailto:secretary@pqa.gov.pk)

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Website: [www.pqa.gov.pk](http://www.pqa.gov.pk)



**PORT QASIM AUTHORITY  
MECHANICAL & ELECTRICAL DEPARTMENT**

*PORT QASIM*

THE GATEWAY TO NATIONAL PROSPERITY

**TENDER & CONTRACT DOCUMENT**

**FOR**

**REPAIR / MAINTENANCE AND RENEWAL OF STEEL STRUCTURES & REPLACEMENT OF  
EXISTING MS PIPE WITH NEW HIGH DENSITY POLYETHYLENE PIPES (HDPP) AND SAFE  
GUARDS AT IRON ORE COAL BERTH (IOCB)**

**APRIL-2021**

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**INVITATION FOR BID**



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5. After Evaluation of Technical Proposals, Financial Proposals of technically qualified bidders/firms shall be opened in presence of bidders or their authorized representatives. The date and time of opening of financial proposals will be communicated later. However, the financial proposal of technically non-qualified shall be returned unopened.
6. The Port Qasim Authority reserves the right to accept or reject any or all tenders as per PPRA-2004 and no claim whatsoever will be entertained in this regard, Authority's decision shall be final and binding on all the bidders.

(Syed Aijaz Ali Rizvi)

SECRETARY

Email: [secretary@pqa.gov.pk](mailto:secretary@pqa.gov.pk)

## **INSTRUCTIONS TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS**

(Note: These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

### **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:**

- i) Duly licensed by the Registration with Pakistan Engineering Council (PEC) in the relevant category C-5 and code CE-02 & 03 Fender & BRIDGE valid up to 30<sup>th</sup> June, 2021.
- ii) Relevant experience in this field in Government department and Private sector for as desired.
- iii) Valid NTN & GST/SRB Registration certificates of the firm up to date.
- iv) Prequalified firm in Evaluation Criteria enclosed at.

#### **IB.3 Cost of Bidding**

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



## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
- Instructions to Bidders & Bidding Data
  - Form of Bid & Schedules to Bid
- Schedules to Bid comprise the following:
- i. Schedule A: Schedule of Prices
  - ii. Schedule B: Specific Works Data
  - iii. Schedule C: Works to be Performed by Subcontractors
  - iv. Schedule D: Proposed Programme of Works
  - v. Schedule E: Method of Performing Works
3. Conditions of Contract & Contract Data
4. Standard Forms:
- (i) Form of Bid Security
  - (ii) Form of Performance Security
  - (iii) Form of Contract Agreement
  - (iv) Form of Bank Guarantee for Advance Payment
5. Technical Specifications
6. Bill of Quantity
7. Drawings, if any

### **IB.5 Clarification of Bidding Documents**

- 5.1 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.
- 5.2 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 dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

### **IB.6 Amendment of Bidding Documents**

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

- 6.3 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.7 Language of Bid**

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **IB.8 Documents Comprising the Bid**

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

- (a) Covering Letter
  - Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initiated, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.14.3.
  - a. Bid Security furnished in accordance with Clause IB.13.
  - a. Power of Attorney in accordance with Sub-Clause IB 14.5.
  - a. Documentary evidence in accordance with Clause IB.11
- (g) Documentary evidence in accordance with Clause IB.12.

### **IB.9 Sufficiency of Bid**

- 9.1 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.

9.2 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 execution of the Works.

**IB.10 Bid Prices, Currency of Bid and Payment**

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

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

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

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

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

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

**IB.12 Documents Establishing Works' Conformity to Bidding Documents**

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

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

**IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Pay Order or a Bank Guarantee issued by a "AA" rating Scheduled Bank in Pakistan in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.

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

13.3 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.

- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 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 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails to:
    - (i) furnish the required Performance Security in accordance with Clause IB.21, or
    - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder.

All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

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

#### **D. SUBMISSION OF BID**

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

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

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

##### **IB.16 Bid Opening, Clarification and Evaluation**

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4
  - (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.
  - (b) Arithmetical errors will be rectified on the following basis:  
If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in

accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 and mandatory requirements herein below.
- i) Duly licensed by the Registration with Pakistan Engineering Council (PEC) in the relevant category C-5,CE-02 &03 code, valid up to 30<sup>th</sup> June, 2021.
  - ii) Relevant experience in this field cleaning of reservoirs and over head tanks of water works in Government/semi Government department and private sector for last three years.
  - iii) NTN & GST/SRB Registration certificates of the firm.
- (b) Technical Evaluation
- It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.
- (c) Commercial Evaluation
- It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.
- 16.8 Evaluated Bid Price
- In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
  - (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
  - (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).

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

#### 16.9 Evaluation Methods

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

- (i) Price Adjustment for Technical Compliance

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

- (ii) Price Adjustment for Commercial Compliance

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

- (iii) Price Adjustment for Deviation in Terms of Payments

Refer to Bidding Data

#### **IB.17 Process to be Confidential**

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

17.2 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.18. Post Qualification**

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

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

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

### **IB.19 Award Criteria & Employer's Right**

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Not with standing Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

### **IB.20 Notification of Award & Signing of Contract Agreement**

- 20.1 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.
- 20.2 Within seven(7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven(7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.



**IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Employer a Performance Security in the form of pay order and Bank Grantee of “AA” rating schedule Bank situated at Karachi and the amount stipulated in the Conditions of Contract within a period of fourteen(14) days after the receipt of Letter of Acceptance. The performance security shall be valid up to completion of maintenance / defect liability period of the contract.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

## **BIDDING DATA**

## BIDDING DATA

### Instruction to Bidders Clause Reference

1.1	<p><b><u>Name of Employer:</u></b> Port Qasim Authority and represented by Director General (Technical)</p> <p><b><u>Brief Description of Works:</u></b> <b>REPAIR / MAINTENANCE AND RENEWAL OF STEEL STRUCTURES &amp; REPLACEMENT OF EXISTING MS PIPE WITH NEW HIGH DENSITY POLYETHYLENE PIPES (HDP) AND SAFE GUARDS AT IRON ORE COAL BERTH (IOCB)</b></p>
5.1	<p>(a) <b><u>Employer's address:</u></b> Director General (Technical), Port Qasim Authority, Bin Qasim Karachi-75020 Fax. No. 021-34730107</p> <p>(b) <b><u>Engineer's address:</u></b> Director (M&amp;E), Port Qasim Authority, Tel.No.99272182 Fax: No. 021-34730107</p>
10.3	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
11.2	<p>The bidder/manufacturer has the financial, technical and production capability necessary to perform the Contract as follows:</p> <ul style="list-style-type: none"> <li>i. Bank certificate for the year 2021</li> <li>ii. CV's of key personal signed by individual,</li> <li>iii. List of completed projects and complete technical information as mentioned in clause 12.1(a&amp;b)</li> </ul>
12.1	<p>(a) A detailed description of the Works, essential technical and performance characteristics.</p> <p>(b) Complete set of technical information, description data as required in accordance with Schedule B to Bid, Specific Works Data. Such other information as is necessary to illustrate clearly the significant characteristics such as general dimensions and other relevant information about the works to be performed.</p>
13.1	<p><b><u>Amount of Bid Security</u></b> PKR 2.8 Million of Bid Amount in shape of Pay order/ Bank Guarantee from "AA" rating Bank of Pakistan situated at Karachi in favour of Port Qasim Authority, to be submitted alongwith bid.</p>
14.1	<p><b><u>Period of Bid Validity</u></b> 270 days</p>
14.4	<p><b><u>Number of Copies of the Bid to be Submitted</u></b> One original plus one copy</p>
14.6	<p><b><u>Employer's Address for the Purpose of Bid Submission</u></b> Office of the Director (M&amp;E),</p>

	Port Qasim Authority, Karachi.
15.1	<b>Deadline for Submission of Bids</b> As notified in NIT.
16.1	<b>Venue, Time, and Date of Bid Opening</b> As notified in NIT.
16.4	<b>Responsiveness of Bids</b> <ul style="list-style-type: none"> <li>(i) the Bid is valid till required period (270) days</li> <li>(ii) the Bid prices are firm during currency of contract</li> <li>(iii) completion period offered is within specified limits,</li> <li>(iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification as per evaluation criteria given with this documents.</li> <li>(v) the Bid does not deviate from basic technical requirements and</li> <li>(vi) the Bids are generally in order, etc.</li> </ul>

## EVALUATION CRITERIA

The Tenderer shall submit with his Tender or attach (where required), design details of the proposed Works, construction method (a narrative work methodology), relevant production assessment figures, and other items required by Employer's Requirements (Refer Specifications), all of which is considered part of the Contract.

The Evaluation Criteria for Technical qualification of the firm is given below

### MANDATORY

- A. Local firms shall have to submit with Technical Bid
- i- Registration with Pakistan Engineering Council in Category C-5 and above with CE-02 & 03 code, valid upto June-2021.
  - ii- Registration with Income Tax & Sales Tax Departments of Federal Bureau of Revenue (FBR) and Sindh Revenue Board (SRB).
- B. Credentials of the firms/companies, head office & branch offices addresses, telephones, fax, e-mail address of the firms/companies.

Following criteria shall be adopted for Qualification of Applicant

Category	Marks
	Weightages
1. Financial Soundness	35
2. Working Capability	40
3. Personnel Capability	15
4. Equipment Capability	10

Qualification status shall be decided on the basis of Pass / Fail approach.

To qualify the applicant must secure at least 60% marks in each Category and obtain overall 70% marks.

## 2.2.2 Financial Soundness

**Financial Capability** of an applicant will be considered as follows:

The Applicant should demonstrate that he has access to, or has available liquid assets, un-encumbered real assets, lines of credit and other financial means sufficient to meet the cash flow for the execution of works.

The audited financial statements (including balance sheet, income statement and cash flow statements) for the last three years (Form category C-5, **CE-02&03 code**) must be submitted and should demonstrate the soundness of the applicant's financial position, showing long term profitability. Where necessary, the Employer will make inquiries with the applicant's bankers.

Marks shall be awarded under this category based on the following criteria:

Sr. No.	Description	Max Marks Assigned	Criteria for Marks Obtained
a)	Available Bank Credit Line(updated)	06	Four(04)Marksaregiveniftheavailablebankcreditlineli mitisequalto20Million.Onemarkisgivenforevery10Mil lionincrease in the Credit Line.  Full Marks are given in case of limit 40 Million.
b)	Average Working Capital inlast5years	07	• Nine (09)Marksare given if the average working capital for last five years is equal to20Million.One additional(01) mark is given for every 01 Million increase in the working capital.
c)	Providing audited sheets for three years	07	• Full Marks are given in case of working capital $\geq$ 25 Million.
d)	AverageAnn ualTurnover inlast5years	15	• Ten (10)Marks are given if the average annual turn overfor last five years is equal to 30 Million. One (01)additional mark is given for every 04 Million increase in the average annual turnover.  • Full Marks are provided in case of Average Annual

		Turnover $\geq$ 50 Million.
<b>Total Marks Allocated</b>	<b>35</b>	

### 2.2.3 Working Capability

- Construction Capability**

**Replacement Capability for Projects Completed** (Form category C-5,CE-02&03 code) will be evaluated on the basis of the following Marks:

(Information regarding similar/comparable projects is to be supported by documents such as Letter of Intent/Letter of Award ,JobCompletion Certificate and any other relevant document)

Marks shall be awarded under this category based on the following criteria:

Capability	Marks	
<ul style="list-style-type: none"> <li>At least two large scale (Form ME-06,C-05 &amp;02) related Projects during last Five years, each costing 50 Million or above</li> </ul>	30	Twenty (20) Marks are given for Projects up to Rs. 30 Million cost each. Five (5) additional marks are given for every Rs. 20 Million cost projects completed.
<ul style="list-style-type: none"> <li>At least two Water Supply and Repair / Maintenance of each costing 30 Million or above completed during last Five years.</li> </ul>	10	Five (05) Marks are given for Projects up to Rs. 20 Million cost. Two and a half (2.5) additional marks are given for every Rs. 5 Million cost projects completed.
<b>Maximum Marks</b>	<b>40</b>	

#### 2.2.4 Personnel Capability

- Personnel Capability for Renewal of Steel Structure & Replacement of Existing MS Pipe with new HDP firm will be evaluated on the basis of following Marks:

Key Personnel		Marks
i.	Project Manager	8
ii.	Quality Control/Quality Assurance Manager	1
iii.	Scheduling/Planning Manager	1
iv.	Surveyor or DAE with at least 5 years experience	2
v.	Plumbing, Water Supply	2
vi.	Foreman / Supervisor DAE + at least 10 years	
	Experience of Plumbing, Water Supply Works / Repair & Maintenance Fenders & Bridges.	1
	<b>Total Marks</b>	<b>15</b>

Marks for supply & installation firm key personnel will be given on the basis of the following criteria:

#### Project Manager and Mechanical and Civil Engineering University Degree Holder

Marks	
<b>Total work Experience(years)</b>	
More than 10 years	4.0
5 – 10 years	2.0
Less than 5 years	1.0
<b>Specific Experience(years)</b>	
More than 15 years	4.0



10 – 15 years	2.0
Less than 10 years	1.0

Note:CVs should be signed self member& company employment certificate.

**Schedule Planning Manager (FormC-5,CE-02&03 code) (Qualification BE Mechanical)**

	Marks
<b>Specific Experience(years)</b>	
More than 10	2.0
05 <sup>+</sup> -10	1.0
05 or less	0.0

**Quality Control/Quality Assurance Manager (FormC-5, CE-02&03 code) (Qualification BSc Civil Engineering / Mechanical Engineer)**

	Marks
<b>Specific Experience(years)</b>	
Morethan10	1.0
05 <sup>+</sup> -10	0.5
05or less	0.0

**Scheduling/Planning Manager (FormC-5, CE-02&03 code) (Qualification BSc Civil Engineering/ Mechanical Engineering)**

	Marks
<b>Specific Experience(years)</b>	
Morethan10	1.0
05 <sup>+</sup> -10	0.5
05or less	0.0

**Plumbing, Water Supply, Repair / Maintenance Fenders & Bridges (FormC-5, CE-02&03 code) (must be a University Engineering Degree Holder in Civil / Mechanical Engineering)**

Marks	
Specific Experience(years)	
Morethan15	2.0
10+-15	1.0
10or less	0.5

### 2.2.5 Equipment Capabilities

The applicant should ownhave assure access to (through rented, lease, purchase agreement to othermeans), the following key equipment (limited to only majoritems ofequipment) in full working order, and must demonstrate that, based on known commitments, these will be available for deployment on the proposed contractor works. **(FormC-5, CE-02&03 code)** The applicant may also list alternative equipment which he would propose for the contract to gather with an explanation of the alternate proposal.

S.NO.	EQUIPMENT DESCRIPTION	CAPACITY	REQUIRED (NOS.)	MARKS
1	Dump Trucks min	10 m <sup>3</sup>	01	1
2	Loaders	1.5 m <sup>3</sup>	01	1
3	Excavator	1 m <sup>3</sup>	01	1
4	Water Bowser	9000 Ltr	01	0.5
5	Generator	100 KVA	01	1
6	Total Station, Survey Equipment	-	01	1
7	Welding Plant		01	0.5
8	Mobile Sewage Suction Machine		01	1
9	Mobile Jetting Machine	-	01	1
10	Mobile Crane	10 Ton	01	0.5
11	Winch Machine		01	0.5
12	Pressure Testing Equipment		01	0.5
13	Vehicles	120 Ton	02	0.5
Maximum Marks				10

75% on owner ship  
25% on rental ship

## 2.4 Undertaking / Affidavit:

The applicant should also provide an undertaking to the effect that all documents / particulars / information given with this Qualification document are true.

**FORM OF BID**  
**(To be filled-in by bidder)**  
**(LETTER OF OFFER)**

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

\_\_\_\_\_

(Name of Works)

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

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

Signature \_\_\_\_\_

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

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

(Seal)

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness:

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

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

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

\_\_\_\_\_

**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

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

**SCHEDULE – A TO BID**  
**SCHEDULE OF PRICES**

<b><u>Sr. No.</u></b>		<b><u>Page No.</u></b>
1.	Preamble to Schedule of Prices	24
2.	Schedule of Prices	26
	(a) Summary of Bid Prices	27
	(b) Detailed Schedule of Prices	

## **PREAMBLE TO SCHEDULE OF PRICES**

### **1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

### **2. Description**

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

### **3. Units & Abbreviations**

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

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(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

### **4. Rates and Prices**

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

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

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

\*(Employer may modify as appropriate)

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

## **5. Bid Prices**

### **5.1 Break-up of Bid Prices**

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

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

### **5.2 Total Bid Price**

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

## **6. Provisional Sums**

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



**SCHEDULE OF PRICES – SUMMARY OF BID PRICES**

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

### SCHEDULE OF PRICES

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

**SCHEDULE - B TO BID**

**\*SPECIFIC WORKS DATA\***

**REPAIR / MAINTENANCE AND RENEWAL OF STEEL STRUCTURES & REPLACEMENT OF EXISTING MS PIPE WITH NEW HIGH DENSITY POLYETHYLENE PIPES (HDP) AND SAFE GUARDS AT IRON ORE COAL BERTH (IOCB)**

\*(Note: The Employer shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

## **SCHEDULE – C TO BID**

### **WORKS TO BE PERFORMED BY SUBCONTRACTORS**

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
--	--	---

**Note:**

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

## **SCHEDULE – D TO BID**

### **PROPOSED PROGRAMME OF WORKS**

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

## **SCHEDULE – E TO BID**

### **METHOD OF PERFORMING WORKS**

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

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

## **CONDITIONS OF CONTRACT**

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### CONDITIONS OF CONTRACT

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## **CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

##### **The Contract**

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

##### **Dates, Times and Periods**

- 1.1.7 “Commencement Date” means the date fourteen(14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

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

### **Other Definitions**

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

### **1.2 Interpretation**

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

### **1.3 Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

**2. THE EMPLOYER**

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

**3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

3.1 **Authorised Person**

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

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

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

**4. THE CONTRACTOR**

**4.1 General Obligations**

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

**4.2 Contractor's Representative**

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

**4.3 Subcontracting**

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

**4.4 Performance Security**

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

**5. DESIGN BY CONTRACTOR**

**5.1 Contractor's Design**

No designed work mentioned in contract data as such designed work is not applicable.

## **6. EMPLOYER'S RISKS**

### **6.1 The Employer's Risks**

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

**7. TIME FOR COMPLETION**

**7.1 Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works.

**7.2 Programme**

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

**7.3 Extension of Time**

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

**7.4 Late Completion**

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

8. **TAKING-OVER**

8.1 **Completion**

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

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the contract Period.

9. **REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a completion Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## **10. VARIATIONS AND CLAIMS**

### **10.1 Right to Vary**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### **10.2 Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) In case non-schedule items the quotation & rates analysis will be furnished by the contractor & submit for prior approval/agreed by the Engineer/Engineer's representative.
- f) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### **10.3 Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.



10.4. **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

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

10.6 **Variation and Claim Procedure**

If, on the issue of the Taking-Over Certificate for the whole of the works, it is found as a result of:

- All work valued under Sub-Clauses.
- All adjustments upon measurement of the estimated quantities set out in the Bill of Quantities, excluding Provisional Sums, day works and adjustment of price made under Clauses. But not from any other causes, there have been additions to or deductions from the contract price which taken together are in excess of 15 percent of the "Effective Contract price" (which for the purposes of this Sub-Clause shall mean the contract price, excluding provisional sums and allowance for day works, ( if any ) then and in such event (subject to any action already taken under any other Sub-Clause of this clause), after due consultation by the Engineer with the Employer and the contractor, contract price such further sum as may be agreed between the Contractor and the Engineer or, failing agreement, determined by the Engineer having regard to the Contractor's site and general overhead costs of the Contract. The Engineer shall notify the Contractor of any determination made this Sub-Clause, with a copy of the Engineer, Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 15 percent of the Effective Contract Price ( as per terms of FIDIC conditions of Contract.

**11. CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 9, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

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

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

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

11.3 **Interim Payments**

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

11.4 **Retention**

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

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6        **Currency**

Payment shall be in the currency stated in the Contract Data.

**12.        DEFAULT**

12.1        **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen(14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one(21) days, terminate the Contract.

The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2        **Payment upon Termination**

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

- a)        any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b)        any sums to which the Employer is entitled,
- c)        if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent(20%) of the value of parts of the Works not executed at the date of the termination, and
- d)        if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent(10%) of the value of parts of the Works not executed at the date of termination.

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

### **13. RISKS AND RESPONSIBILITIES**

#### **13.1 Contractor's Care of the Works**

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

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

#### **13.2 Force Majeure**

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

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

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

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

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

### **14. INSURANCE**

#### **14.1 Arrangements**

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

14.2      **Default**

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

**15.      RESOLUTION OF DISPUTES**

15.1      **Engineer's Decision**

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

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

15.2      **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen(14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3      **Arbitration**

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

## **CONTRACT DATA**

## **CONTRACT DATA**

### Sub-Clauses of Conditions of Contract

1.1.3	Employer's Drawings, if any (To be listed by the Employer)
1.1.4	The Employer means Port Qasim Authority and represented by Director General (Technical), Karachi.
1.1.5	The Contractor means _____
1.1.7	Commencement Date means the date of issue of Engineer's Notice to Commence the work, which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
1.1.9	Time for Completion: Six (09) months from the date of commencement.
1.1.20	Engineer/E.R Director (M&E), Port Qasim, Karachi & Manager (Electrical) as E.Representative
1.3	Documents forming the Contract listed in the order of priority: The Contract Agreement Letter of Acceptance The completed Form of Bid Contract Data Conditions of Contract The completed Schedules to Bid including Schedule of Prices/BOQ. The specifications Special stipulation The Drawings, if any
2.1	Provision of Site: On the commencement date
3.1	Authorized person: To be notified
3.2	Name and address of Engineer's/Employer's representative To be notified
4.4	Performance Security: 10% of the Bid Amount / Contract Cost. The Performance Security shall be valid up to Maintenance period. (Form: As provided under Standard Forms of these Documents)
5.1	Requirements for Contractor's design (if any): Specification Clause No's _____
7.2	Programme: Time for submission: Within fourteen (14) days of the Commencement Date. Form of programme: Bar Chart (Bar Chart /CPM/PERT or other)
7.4	Liquidated Damages Amount payable due to failure to complete the work shall be 0.1 % per day up to a maximum of (10%) of contract sum stated in the Letter of

	Intent /Acceptance
9.1	<p>Period for remedying defects/ Defects liability period: After Completion of whole work, the performance Bond furnished shall be released on the request of contractor after issuance of completion certificate</p>
10.2	<p>(e) Variation procedure: Day work rates_____ (details)</p>
11.1(a) (i)	<p><b><u>Terms of payments:</u></b> Payment of Contract Price shall be made in the following manners: The Engineer after examining each work statement certify the amount of payment of the contractor which he shall consider reasonable and proper in respect thereof subject to retention of percentage of Retention money and deduction of any such sum which may have become due to payable by the contractor to the Authority.</p> <p>For all payments made to the Contractor, a deduction of five percent shall be made from each bill as Retention Money. The Retention Money deducted from payment bill shall be refunded to the Contactor after issuance of work completion certificate .The amount due to the Contractor under any certificate duly certificate for payment by the Engineer pursuant to this clause or to any terms of the Contract, shall be paid by the Authority to the Contractor after such certification.</p> <p>The amount due to the Contractor under any certificate for payment by the Engineer pursuant to this clause or to any terms of the Contract, shall be paid by the Authority to the Contractor after such certification.</p> <p>All contents in them payment certificate issued by the Engineer and also by the payments that have been made shall be considered partial and provisional and nor final and on account, of any mistake in measurement or computation in the payment certificate shall be corrected and payment be adjusted accordingly.</p> <p><b><u>ii). Final Payment</u></b> Not later than one month after the completion of the Contract period, the Contractor shall submit to the Engineer a statement of final account with supporting documents showing the value of the work done in accordance with the Contract together with all further sums which the Contractor to be due to him under the Contract within one month after the receipt of his final account and of all information reasonably required for its verification. The Engineer shall issue a final certificate stating:</p> <p>a) The amount which in his opinion is finally due under the Contract and after giving credit to the Authority for all amounts previously paid by the Authority and for all sums to which the Authority is entitled under the Contract.</p> <p>b) The balance, if any, due from the Authority to the Contractor or from Contractor to the Authority as the case may be such balance shall be paid to or by the Contractor as the case may require within forty five days of the Engineer's certificate.</p> <p>C) The final statement shall be submitted with the endorsement that the Contractor has no other claim except those in the final statement. The final statement shall not be entertained without endorsement.</p>



11.1	(b) Valuation of the Works*: Lump sum price _____ (details), or Lump sum price with schedules of rates _____ (details), or Lump sum price with bill of quantities _____ (details), or i) Re-measurement with estimated/bid quantities in the Schedule of Prices _____ (details), or/and ii) Cost reimbursable _____ (details)
11.2	(b) Percentage of value of Materials and Plant: Materials eighty (80%)* Plant twenty (20%)*
11.3	Percentage of retention: five percent (5%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: Type of cover: Contractor's All Risk Policy Amount of cover: The sum stated in the Letter of Acceptance plus fifteen percent (15%) Type of cover Contractor's Equipment: Amount of cover Full replacement cost Type of cover Third Party-injury to persons and damage to property. (The minimum limit amount of third party insurance should be Rs.50,000/- each occurrence). Workers: _____ Other covers _____ (In each case name of insured is Contractor and Employer) Type of cover: Workmen's compensation policy
14.2	Amount to be recovered Premium plus _____ percent (____%).
15.3	Arbitration Place of Arbitration: Karachi

## **STANDARD FORMS**

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

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with address: \_\_\_\_\_

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

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Witness:

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

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

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

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

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

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

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

Corporate Guarantor (Seal)

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

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

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

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

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

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

\_\_\_\_\_ (Name of Project).

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

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

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

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

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

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

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_ day of \_\_\_\_\_ 2021  
\_\_\_\_ between \_\_\_\_\_ (hereinafter called the "Employer") of the one part and  
\_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid alongwith Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
  - (e) The Specifications;and scope of work
  - (f) The Drawings (if any)

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

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

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

Signature of the Contactor

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

Signature of the Employer

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

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)



### FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

WHEREAS the \_\_\_\_\_ (hereinafter called the Employer) has entered into a Contract for \_\_\_\_\_  
\_\_\_\_\_  
(Particulars of Contract), with  
\_\_\_\_\_  
(hereinafter called the Contractor).

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

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

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

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

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

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

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

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

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

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

Witness:

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

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

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

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

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

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

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

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

## **SPECIAL STIPULATION**

**APPENDIX “A” TO THE FORM OF TENDER****(To be signed by the Tenderer)****Special Stipulation**

1.	Earnest Money	2% of tendered sum in the form of Pay order / Bank Guarantee issued by any scheduled Bank of Pakistan having AA rating situated in Karachi. The earnest money of the unsuccessful (2nd lowest) tenderer shall be returned after signing of the Agreement with successful tenderer. In any event not later than 120 days following the date of opening of tenders.
2.	Performance Bond	10% of Contract Price Bank guarantee / Pay order from any Scheduled Bank of Pakistan having AA- rating situated in Karachi. Performance bond shall be released after issuance of work completion certificate. After completion of contract period 12 Moths.
3.	Time for completion (Clause 7.1 condition of contract).	14 Calendar days from the Employer's order to commence the works. Contract period is 09 months from the date of award of the Contract.
4.	Amount of liquidated Damages for late completion after due date for completion. Clause 7.4 condition contract.	Liquidated Damages shall be 0.1 % (1/10 <sup>th</sup> of 1%) per day of the contract price up to a maximum of 10% of the Contract price.
5.	Time within which payment is to be made after receipt of the certificate by the Engineer. Clause 11.3 of condition of contract	45 calendar days
6.	Percentage of Retention money clause 11.4 condition.	5% of all payments made to Contractor retention money shall be released after issuance of work completion certificate.
7.	List of Approved Insurance Company.	a)- Adamjee Insurance Company. b)- Eastern Federal Union Insurance Company c)- New Jubilee Insurance Company
8.	Minimum amount of third party Insurance Clause 14.1 of condition of contract	Rs.50,000/= to Rs.100,000/=

Authorized  
Signature of Tenderer \_\_\_\_\_

## **FACILITIES FOR THE ENGINEER.**

**The contractor shall provide following for the Engineer;**

(A).

To look after the R/M work at IOCB a brand new Suzuki Cultus latest model shall be provided by the contract for the Engineer after issuance of notice to commence within a period of one month with daily fuel as per requirement up to the maintenance period of the contract

The above said vehicle shall be maintained for the entire duration of contract period as well as for the duration of subsequent defects liability period by the contractor. Upon completion of the Contract above said vehicle shall be the property of the Port Qasim Authority & Laptop with laser jet pro MFP Printer (New branded) 01 No.

(B). **Payment of work**

No separate payment shall be made for the work involved within the scope of this section of specification. The cost thereof shall be deemed to have been included in the quoted unit rate of other items of the Bills of Quantities.

**PORT QASIM AUTHORITY**  
**(MECHANICAL & ELECTRICAL DEPARTMENT)**  
**BILL OF QUANTITIES**

**NAME OF WORK:** **REPAIR / MAINTENANCE AND RENEWAL OF STEEL STRUCTURES & REPLACEMENT OF EXISTING MS PIPE WITH NEW HIGH DENSITY POLYETHYLENE PIPES (HDP) AND SAFE GUARDS AT IRON ORE COAL BERTH (IOCB)**

S.NO	Description	Quantity	Unit	Unit Rate (Rs)	Amount (Rs)
(A) (01)	<b><u>Mechanical Work</u></b> Dismantling & removal, with material, labour, loading/unloading charges etc. equipment in the fender including mooring platform, ladders, walkway supporting structures etc. and transportation for offloading the scrap material at PQA stores/scrap yard.	31440	Kg		
02	Supply of new material for Mooring Platform and axis platform (07Nos.) MS plate, MS chequered plate, MS angle, MS channel, pipes, round bar, nuts & bolts etc.	31440	Kg		
03	Fabrication and erection/installation of all equipments in the fender (including mooring platform, ladders, walkway supporting structures etc.	31440	Kg		
04	Sand blasting and painting of all equipment in the fenders i.e: mooring platform, steel ladders, walkway, supporting structures etc. as per specification ,complete in all respect.	31440	Kg		
05	Dismantling of existing damaged Rubber cell fender No.04 at IOCB along with attachment i.e. frontal panel, guide beam etc. and install new rubber cell including repair / refurbishment of necessary accessories ,attachment, fitting/fixture hardware & re-fixing in their respective places as per site requirement complete in all respect as per drawing and as directed by the Engineer.(Fender will be provided by	01	Job		

	PQA from main store to site)				
				(A)	
(B)	Cause way & Mechanical Works				
01	Dismantling & removal of existing M/S Pipe Line dia 8", dia 4" and Guard rail of Causeway and Steel Jetty including Labor, Machinery, Transportation and offloading the scrap at Port Qasim (PQA) Store Yard .	174361	Kgs.		
02	Supply of material and erection installation for Water Pipe Line, HD Pipe Dia 8" and Dia 4" PN16.	3300	Mtr.		
03	Supply of Pipe fittings, Gate Valves, Flanges and Nut & Bolts.	01	Set		
04	Supply of material for Guard Rail, MS Channel, MS Angle and MS Plate.	83300	Kgs.		
05	Fabrication and Erection of Guard Rail, MS Channel, MS Angle and MS Plate.	83300	Kgs.		
06	Sand blasting and painting of Guard Rail, MS Channel, MS Angle and MS Plate.	83300	Kgs.		
07	Hand Brush Cleaning and painting of Rail Track, components and Stopper 04 Nos.	912	Sq. Mtr		
				(B)	

Total Value of BOQ items

=Rs.

(Rupees in Words:\_\_\_\_\_

Signature & Seal of the Firm

**PORT QASIM AUTHORITY**  
**(MECHANICAL & ELECTRICAL DEPARTMENT)**  
**BILL OF QUANTITIES**

NAME OF WORK: **REPAIR / MAINTENANCE AND RENEWAL OF STEEL STRUCTURES & REPLACEMENT OF EXISTING MS PIPE WITH NEW HIGH DENSITY POLYETHYLENE PIPES (HDP) AND SAFE GUARDS AT IRON ORE COAL BERTH (IOCB)**

S.NO	Description	Quantity	Unit	Unit Rate (Rs)	Amount (Rs)
(A) (01)	<b><u>Mechanical Work</u></b> Dismantling & removal, with material, labour, loading/unloading charges etc. equipment in the fender including mooring platform, ladders, walkway supporting structures etc. and transportation for offloading the scrap material at PQA stores/scrap yard.				
02	Supply of new material for Mooring Platform and axis platform (07Nos.) MS plate, MS chequered plate, MS angle, MS channel, pipes, round bar, nuts & bolts etc.				
03	Fabrication and erection/installation of all equipments in the fender (including mooring platform, ladders, walkway supporting structures etc.				
04	Sand blasting and painting of all equipment in the fenders i.e: mooring platform, steel ladders, walkway, supporting structures etc. as per specification ,complete in all respect.				
05	Dismantling of existing damaged Rubber cell fender No.04 at IOCB along with attachment i.e. frontal panel, guide beam etc. and install new rubber cell including repair / refurbishment of necessary accessories ,attachment, fitting/fixture hardware & re-fixing in their respective places as per site requirement complete in all respect as per drawing and as directed by the Engineer.(Fender will be provided by				



	PQA from main store to site)				
				(A)	
(B)	Cause way & Mechanical Works				
01	Dismantling & removal of existing M/S Pipe Line dia 8", dia 4" and Guard rail of Causeway and Steel Jetty including Labor, Machinery, Transportation and offloading the scrap at Port Qasim (PQA) Store Yard .				
02	Supply of material and erection installation for Water Pipe Line, HD Pipe Dia 8" and Dia 4" PN16.				
03	Supply of Pipe fittings, Gate Valves, Flanges and Nut & Bolts.				
04	Supply of material for Guard Rail, MS Channel 8"(H.D), MS Channel 6"(H.D), MS Angle Thick ¼ and MS Plate 10mm.				
05	Fabrication and Erection of Guard Rail, MS Channel, MS Angle and MS Plate.				
06	Sand blasting and painting of Guard Rail, MS Channel, MS Angle and MS Plate.				
07	Hand Brush Cleaning and painting of Rail Track, components and Stopper 04 Nos.				
				(B)	

Total Value of BOQ items

=Rs.

(Rupees in Words:\_\_\_\_\_

Signature & Seal of the Firm

## **DRAWING**