



Gateway to National Prosperity

PORT QASIM AUTHORITY

Bin Qasim, Karachi – 75020

NOTICE INVITING TENDER

1. Port Qasim Authority invites sealed bids from the **contractors** registered with Income Tax Department (FBR) and Pakistan Engineering Council (PEC) in **C-6 Category** or above, valid upto December 31st, 2017 for the work "**Annual Maintenance and Operation of Sewerage Treatment Plant of PQA-2017**".
2. Bidding documents, which are containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available for the interested bidders, during the office hours 08:00 AM to 12:30 PM (Monday to Friday) at Environment & Safety Department, Port Qasim Authority on submission of a pay order worth Rs. 1,000/- (Rupees One Thousand only), non-refundable, payable to Port Qasim Authority upto 15th June, 2017 Bidding documents can also be downloaded from Website: www.pqa.gov.pk.
3. Bidders shall submit Bids according to Single Stage – One Envelop Procedure under Rule 36 (a) of Public Procurement Rules-2004. Bids are to be submitted with Bid Securities (Earnest Money) in the form of Pay Orders in favour of Port Qasim Authority amounting to Rs. 300,000/- (Rupees Three Hundred Thousand only) issued by a Pakistani schedule Bank having a minimum AA rating and located in Karachi, Pakistan. Tenders submitted without bid security shall be rejected. Bids must reach the office of Director (Environment & Safety), Port Qasim Authority on or before 04th July, 2017 at 1200 hours. Bids shall be opened on the same day at 1230 hours.
4. Port Qasim Authority reserves the right to accept or reject any or all bids as per PPRA-2004 and no claim whatsoever will be entertained in this regard. Authority's decision in this respect shall be final and binding on all bidders.

PQA Website:- www.pqa.gov.pk
PPRA Website:-www.ppra.org.pk

(MUHAMMAD SAQIB)

Secretary

Port Qasim Authority

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INVITATION FOR BIDS

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

GENERAL

1. Scope of Bid & Source of Funds

1.1 Scope of Bid

Port Qasim Authority 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”.

The successful Bidder will complete the works within two (02) months from the date of commencement of work order.

1.2 Source of Funds

The Employer has own sources of funds.

2. Eligible Bidders (Mandatory Requirement)

2.1 This invitation of bid is open to all bidders meeting the following requirements:

- a. Registered with Income Tax Department.
- b. Duly licensed by the Pakistan Engineering Council (P.E.C) in the appropriate category C-6.

3. One Bid per Bidder

3.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be dis-qualified.

4- Cost of Bidding

4.1 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.

5- Site Visit

- 5.1 The bidder are advise to visit and examine the site of works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for maintenance and operation of Sewerage Treatment Plant. All cost in this respect shall be at the bidder's own expense.

BIDDING DOCUMENTS

6- Contents of Bidding Documents

- 6.1 In addition to invitation for bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause-8 mentioned hereinafter.
- a) Notice Inviting Tender
 - b) Instruction to Bidders & Bidding Data.
 - c) Form of Bid & Bill of Quantity.
 - d) Conditions of contract & Contract Data
 - e) Standard Form of Contract Agreement

7- Clarification of Bidding Documents

- 7.1 Any prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer at the Employer's address indicated in the Bidding Data. The Employer will respond to any request for clarification which it receives earlier than five (05) days prior to the deadline for the submission of Bids.
- 7.2 Copies of the Employer's response will be forwarded to all prospective bidders, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

8- Amendment of Bidding Documents

- 8.1 At any time prior to 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.

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

PREPARATION OF BIDS

9- Language of Bid

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

10- Documents Accompanying the Bid

- 10.1 The bid prepared by the bidder shall comprise the following components:
- a) Covering Letter
 - b) Bidding Documents mentioned in Clause-6.1 above duly filled and each page signed and sealed.

11- Bid Prices, Currency of Bid and Payment

- 11.1 The bidder shall fill up the Schedule of Prices (Schedule-"A" of Bid) indicating the unit rates and prices of the Works to be performed under the Contract.
- 11.2 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.
- 11.3 The Schedule of Prices shall be quoted by the bidder in the currency of Pak Rupees and / or as stipulated in Bidding Data.

12- Bid Security

- 12.1 The Tenderers are required to deposit a Bid Security (Earnest Money) amounting to Rs. 300,000/- in the form of a pay order, issued by a Schedule Bank located in Karachi, having a minimum AA rating in the name of PQA.

- 12.2. The Earnest Money (Bid Bond) of all unsuccessful Tenderer(s) / bidder(s) shall be returned after the Tenders have been finally awarded by the Competent Authority.

13- Validity of Bids, Format, Signing and Submission of Bid

- 13.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 13.2 All Schedules to Bid are to be properly completed and signed.
- 13.3 No alteration is to be made in the Form of Bid except in filing up the blanks as directed. If any alternation be made or if these instructions be not fully complied with, the bid may be rejected.
- 13.4 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data. Bidding documents down loaded from PQA Website www.pqa.gov.pk may be submitted with the Bid Security stated-in Clause-12 above.

SUBMISSION OF BID

14- Sealing and Marking of Bids

- 14.1 Each bidder shall submit his bid as under, addressed to Director (Environment & Safety), Port Qasim Authority, Karachi:

15- Deadline for submission 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 in the Notice Inviting Tender.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Caluse-8 in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

16- Late Bids

- 16.1 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 16.2 Delay in the mail, delay of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time.

17- Modification, Substitution and Withdrawal of Bids

- 17.1 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice or withdrawal is received by the employer prior to the deadline for submission of bids.
- 17.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 17.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-clauses 22.2.
- 17.4 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 shall result in forfeiture of the Bid Security.

BID OPENING AND EVALUATION

18 Bid Opening

- 18.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause-17 in the presence of bidders representative who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders representatives who are present shall sign register evidencing their attendance.
- 18.2 Enveloped marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice or withdrawal has been submitted pursuant to Clause-17 shall not be opened.
- 18.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discount, bid modifications, substitution and withdrawals, the presence or absence of Bid Security and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.

- 18.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-clause-18.3.

19 Process to be Confidential

- 19.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all bidders will include table(s) comprising read out process, discounted prices, price adjustments made, final evaluated prices and recommendation against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

20- Clarification of Bids

- 20.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clauses-22.2.

21- Examination of Bids and Determination of Responsive

- 21.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 21.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid security; and (iv) confirms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservations is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's right or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bids presenting substantially responsive bids.

21.3 If a bid is not substantially responsive, it will be rejected by the Employer.

22- Correction of Errors

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

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

22.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Prince, his Bid will be rejected, and the Bid Security shall be forfeited.

23- Evaluation and Comparison of Bids

23.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive and in accordance with Clause-21.

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

- (a) Making any correction for errors pursuant to Clause-22.
- (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day-work; and
- (c) Making an appropriate adjustment for any other acceptable variation or deviation.

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

- 23.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analysis for any of all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the repairing methods and schedule proposed. After evaluation of the price analysis, the employer may require that the amount of the Performance Security set forth in Clause-27, be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

AWARD OF CONTRACT

24- Award

- 24.1 Subject to Clauses-25 & 29, 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 eligible in accordance with the provisions of Clause-2, and qualify pursuant to Subclause-24.2.
- 24.2 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.

25- Employer's Right to Accept any Bid to Reject any or all Bids

- 25.1 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 except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of the grounds. Rejection of all Bids shall be notified to all bidders promptly.

26- Notification of Award

- 26.1 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.
- 26.2 No negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted. However, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 26.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 26.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

27- Performance Security

- 27.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 27.2 Failure of the successful bidder to comply with the requirements of SubClauses-27.1 or Clause-28 or Clause-30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

28- Signing of Contract Agreement

- 28.1 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 Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 28.2 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of the Contract Agreement by the successful bidder from the Employer.

29- General Performance of the Bidders

- 29.1 The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder

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

30- Instructions Part of Contract

30.1 Bids shall be prepared and submitted in accordance with these instructions and constitute the Contract Documents under Clause-6.

BIDDING DATA

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Instructions to Bidders

Clause Reference

- 1- Name of Employer : Port Qasim Authority
- 2- Brief Description of Works : Annual Maintenance and Operation of Sewerage Treatment Plant.
- 3- Employers address : Port Qasim Authority, Bin Qasim, Karachi.
Phone: 021-99272165 & 99272111-20 (Ext: 4202)
Fax # 92-21-4730108.
- 4- Engineers address : Port Qasim Authority, Bin Qasim,
Karachi, Phone: 021-9927211-20 Ext-4437 & 4447
- 4- Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 5- **Performance Security** 10% of the bid price
- 6- **Period of Bid Validity**
Ninety days from the date of Bid opening 90 Days
- 7- **Number of Copies of the Bid to be Submitted**
One (01).
- 8- **Deadline for Submission of Bids**
12:00 on ----- 2017
- 9- **Venue, Time and Date of Bid Opening**
Venue: Port Qasim Authority, Karachi
Time: 12:30 Hours
Date: 2017

10- **Responsiveness of Bids**

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract
- (iii) completion period offered is within specified limits,
- (iv) the Bidder/Contractor is eligible to Bid as per requirement of NIT.
- (v) the Bids are generally in order, etc.

FORM OF BID

FORM OF BID

(LETTER OF OFFER)

ANNUAL MAINTENANCE AND OPERATION OF SEWERAGE TREATMENT PLANT

To:

Director (Environment & Safety),
Port Qasim Authority,
Karachi.

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, 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.
2. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. 300,000.00 drawn in favour of Port Qasim Authority or made payable to PQA with a validity for a period of Ninety days (90) from the date bids are opened.
3. 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.
4. 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.
5. We understand that all the Schedules attached hereto form part of this Bid.
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 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 ----- , 2017

Signature _____

In the capacity of _____duly authorized to sign bid for and on behalf of

M/s. _____

Address: _____

BILL OF QUANTITY/SCOPE OF WORK

Annex-“A”**BILL OF QUANTITY / SCOPE OF WORK**

S.No.	DESCRIPTION	AMOUNT INCLUDING ALL TAXES
01.	<p>Operation of STP for one year by deploying one DAE & One Skilled Operator on 24 hours basis including all (Gazetted Holidays) and to keep all machinery/ equipments in operational condition during the contractual period and also arrange chlorine and other chemical as per requirement for treatment of contaminated water. The detail scope of work are Cleaning of underground tanks / reservoirs on quarterly basis and pumping out the existing dirty and contaminated water and removal of debris / mud etc., and disposing off debris/mud at CDGK land fill site/designated place or as directed which includes Servicing of Main Valve-12” inches at inlet Channel, Servicing of Valve-8” inches at Raw Sewage Pumping Station, Servicing and replacement of seals, bearings, capacitors of existing pumps alongwith motor winding (5-HP) of Raw Sewage Pumping Station, Servicing and replacement of seals, bearing, capacitors of existing pumps (2-HP) of Sludge Pumping Station, Servicing and replacement of seals, bearing, capacitors of existing pumps (2-HP) of Leachate Pumping Station, Replacement of all existing 6” Valves including fitting of STP and complete colouring machinery and its fitting. During the contract period the STP and the equipment thereon shall be kept in good and serviceable condition and by repair, replacement of missing damaged and broken parts with parts of the same type. Maintenance, repairs, consumable including fuel, lube oil, hydraulic oil, grease and material cost shall be borne by the contractor.</p>	Rs.
TOTAL AMOUNT		

Rupees in words: _____

PREAMBLE TO BILL OF QUANTITIES

1. General

- 1.1 The Bill of Quantity shall be read in conjunction with the Conditions of Contract, Contract Data together.
- 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 Bill of Quantity. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Rates and Prices

- 3.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Bill of Quantity 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.
- 3.2 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.
- 3.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 3.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Bill of Quantity, 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.
- 3.5 (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 all the material and equipment as well accessories to Port Qasim from his work shop for execution of the required works.

- 3.6 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.

4. **PAYMENT:**

Payment in respect of supply / services shall be made by the Port Qasim Authority within 21 days of the submission of the pre-receipt bills / certified bills, which are to be strictly in conformity with the agreed services. The payment(s) on LUMP SUM basis shall be made to the Contractor after deduction of Income Tax or other Government taxes which will be effective in accordance with the rules framed by the Port Qasim Authority from time to time and the laws governing the same.

CONDITIONS OF CONTRACT

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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 Bidding Documents Contract Data, Bill of Quantity, Technical Specifications, Form of Agreement and the Contractor’s Performance Bond.

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 documents.

1.1.3 “**Authority**” means the Port Qasim Authority established under the Port Qasim Authority Act-1973, who has called for Bids for Annual Maintenance & Operation of Sewage Treatment Plant located at Molasses Area as per terms and conditions of the contract and who will employ the contractor and the legal successors in title of authority.

Persons:

1.1.4 “**Employer**” means the Port Qasim Authority headed by the Chairman PQA and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “**Engineer**” means the engineer designated and appointed from time to time by the Employer.

1.1.6 “**Engineer’s Representative**” Engineer will appoint an Engineer’s Rep. to assist the fulfillment and carrying out the Engineer’s duties and responsibilities under the Contract.

1.1.7 “**Sole Agent**” means person or persons, firm or company appointed by the contractor to represent them in the capacity of Sole Agent.

1.1.8 “**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.

1.1.9 “**Party**” means either the Employer or the Contractor.

Dates, Times and Periods

1.1.10 “**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.

1.1.11 “**Day**” means a calendar day

1.1.12 “**Time for Completion**” means the time for completing the Works as stated in the Contract Data, calculated from the Commencement Date.

Money and Payments

1.1.13 “**Contract Price**” 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

1.1.14 “**Contractor’s Equipment**” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or accessories intended to form part of the Works.

1.1.15 “**S. T.P**” means Sewage Treatment Plant.

1.1.16 “**Materials**” means the material used in the replacement, to be supplied and incorporated in the Works by the Contractor.

1.1.17 “**Accessories**” means the machinery and apparatus intended to form or forming part of the Works.

1.1.18 “**Site**” means Port Muhammad Bin Qasim, Bin Qasim, Karachi, where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.19 “**Variation**” means a change which is instructed by the Engineer/ Employer.

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 timely execution of 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/EMPLOYER'S REPRESENTATIVES**

3.1 **Authorized Person**

The Employer shall appoint a duly authorized person to act for him and on his behalf as Engineer/Employer's Representative for the purposes of this Contract. Such Engineer/Employer's representative 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 Engineer/Employers representative at the time of his appointment.

3.2 **Duties & Authorities of Engineer's/Employer's Rep.**

The name and address of Engineer's/Employer's Representative will be given in writing. 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, labor, 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 consents, 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 **Removal of Improper Materials**

The Engineer shall have power to order in writing the removal from the site, within such time or times as may be specified in the order, any material or accessories which is the opinion of the engineer, is not in accordance with the Contract.

The substitution of proper and suitable material or accessories shall be supplied as per specifications by the Contractor(s) at no extra cost.

The Contractor shall not bring on site any authorized / unauthorized person without a pass.

4.4 **Sub - Contracting**

The contractor shall not sub-contract any part of the works without the consent of the employer.

4.5 **Performance Security**

The successful Tenderer shall deposit ten percent (10%) amount of the total bid price as a Performance Security for the proper and conscientious execution of the Contract, on the date of signing of Agreement in the form of pay-order in favour of Port Qasim Authority issued by a Scheduled Bank of Pakistan.

5. **CONTRACT PRICE AND PAYMENT**

Payment in respect of supply / services shall be made by the Port Qasim Authority within 21 days of the submission of the pre-receipt bills / certified bills, which are to be strictly in conformity with the agreed services. The payment(s) on LUMP SUM basis shall be made to the Contractor after deduction of Income Tax or other Government taxes which will be effective in accordance with the rules framed by the Port Qasim Authority from time to time and the laws governing the same.

6. **DEFAULT**

6.1 **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.

6.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

6.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency. Any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

6.4 **Payment upon Termination**

After termination due to default or otherwise, 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,

7. **RISKS AND RESPONSIBILITIES**

7.1 **Contractor's Care of the Works**

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. Responsibility shall then pass to the Employer. If any

loss or damage happens to the Works during the contract 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 expenses arising out of the Works.

7.2 **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.
- b) 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].

8. **LIQUIDATED DAMAGES.**

8.1 The contractor shall be entitled to one day in a month for maintenance specified by the engineer in writing. The unused maintenance day(s) will not be accumulative.

8.2 The Employer shall be entitled to liquidated damages from contractor for each day of un-serviceability/non operation of the sewerage treatment plant at the rate of 0.01% of the contract price per day upto a maximum 10% of the contract price.

8.2.2 In the event of the following defaults PQA shall be entitled --- to:

- | | |
|--------------------------------------|---|
| (a) Absent of staff | Rs. 1000/- per day per person |
| (b) Painting of machinery/equipments | Rs. 5000/- per month in case of default |
| (c) Cleaning of tanks | Rs. 3000/- per month in case of default |

8.3 The liquidated damages for individual default under the contract shall not be accumulative but distinct and will be recovered accordingly. Once the maximum

liquidated damages have been reached for any particular default the employer may terminate the contract without prejudice to other rights/entitlements/remedy.

- 8.4. Contractor's failure to maintain the sewerage treatment plant in operational condition round the clock (except maintenance day(s)) shall be just cause for cancellation / termination of the contract.

9. RESOLUTION OF DISPUTES

9.1 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. The Engineer within 14 days of intimation of dispute shall give 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.

9.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time out in sub clause 8.1 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.

9.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act-I 940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Each party shall appoint an arbitrator who in turn will appoint an Umpire. Hearing shall be held at Karachi.

10. INTEGRITY PACT

- 10.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kick back given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub- Clause 6.4, after having deducted amounts due to the Employer.

11. **EXTENSION IN OPERATIONAL PERIOD**

- 11.1 The Maintenance & Operation period as per Scope of work is one year commencing from the date of issuance of order to commence. The same is extendable by Port Qasim Authority for further period of one year at the same rate, terms and conditions subject to satisfactory performance by the Contractor.

CONTRACT DATA

CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1 Employer's Drawings, if any
(To be listed by the Employer)
- 1.2 **The Employer** means **Port Qasim Authority, Bin Qasim Karachi**
- 1.3 **The Contractor** means _____
- 1.4 **Commencement Date** means to date of issue of Engineer's Notice to commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.5 **Engineer** _____
- 1.6 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules of Bid including Schedule of Prices
 - (g) -----
- 1.7 **Provision of Site:** On the commencement Date*
- 1.8 **Name and Address of Engineer's /Employer's Representative**

STANDARD FORM

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on this ----- day of ----- 2017, between Port Qasim Authority , incorporated and establishment under the Port Qasim Authority Act, 1973 (Act-XL-III of 1973) (hereinafter called the “Employer”) of the one part and M/s. _____ (herein called the “Contractor”) of the other part.

WHEREAS the employer is desirous that certain works, viz Annual Maintenance & Operation of Sewerage Treatment Plant (STP) 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 witnessed 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 addends, if any, except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules of Bid including Schedule of Prices
 - (g) Bidding Documents

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 executed on the day, month and year first before written in accordance with in their respective laws.

Signature of the Contractor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

(Name, Title and Address)