



KARACHI PORT TRUST

Gateway to Pakistan

A Great Heritage – A Vibrant Future

Tenders are invited by the Chief Engineer KPT, under PPRA Rule 36 (a) from Bidders registered with Government, Semi Government Department / Organizations or with any reputable client for the following work.

NAME & SCOPE OF WORK	DATE & TIME OF RECEIPT AND OPENING OF TENDER
CONSTRUCTION OF BOUNDARY WALL TO SAFEGUARD THE HIGH RISE TOWERS AT WESTERN BREAK WATER OF SAPTL. The work mainly comprises of: <ul style="list-style-type: none"> ▪ Construction of Boundary Wall around the High rise Towers. ▪ Providing & Fixing of PVC / Fiber Check Post. ▪ Providing & Fixing of Gates with heavy Duty Locking System. ▪ Providing & Fixing of Barbed Wire etc. 	03-09-2024 Receipt at 1000 HRS. & Opening at 1030 HRS. Tender Fee Rs.5,000/- (Non Refundable)

1. The intending Bidders must be registered with the Pakistan Engineering Council in Category C-6 and above with specialized Category CE-09 & CE-10, valid on the date of opening of Tender.
 2. The Intending Bidders may visit KPT/PPRA & MOMA Websites and may Download the Tender Documents. The Prescribed Tender Fees amounting to **Rs. 5,000/- (Non-Refundable)** and the Bid security of the work which is **Rs.300,000/- fixed (Refundable)** will be submitted separately envelope alongwith the Bid at the time of submission of tender in Shape of pay Orders, in favor of Chief Account Officer KPT
- The Mandatory requirement to be fulfill as mentioned from (a to h).**
- a) Copy of latest Valid NTN, SRB Certificates.
 - b) Copy of Online Tax verification (fresh copy of ATL)
 - c) Updated Company Profile for those participating first time in KPT.
 - d) Copy of Valid PEC Registration Certificate.
 - e) Affidavit, that the firm is not defaulter in Income tax department nor blacklisted by any Organization.
 - f)
 - a. In case of companies and firms, last three years Audited Financial Statements are to provided showing minimum average turnovr of Rs. 5.0 (M)
 - b. In case of individuals/sole propnetors, last three years tax returns filed with FBR are to provided showing minimum turnover of Rs. 5.0 (M) on average for three years.
 - g) The Bidder have to fulfill eligibility criteria as mentioned in the Bidding Documents.
 - h) All Submission will be duly Signed & Stamped by the bidder.
3. Only the FBR & SRB Registered Bidders are eligible for bidding. Bidder has to quote their rates inclusive of all Govt. Taxes as applicable as per Standard Format.
 4. Furthermore all the participated bidders are directed to submit the bid with all Prescribed information completely filled as per Bidding Documents. Failure to do so may result in the bid be treated as Non-responsive Bid.
 5. The Bid opening will take place in the Committee Room of the Civil Works/Engineering Department, at 2nd Floor, KPT Head Office Building, Karachi on given date & time
 6. The KPT may reject all bids or proposals at any time prior to the acceptance of a Bid or Proposal. The KPT shall upon request communicate to any supplier or contractor who submitted a Bid or Proposal, the grounds for its rejection of all Bids or Proposals, but is not required to justify those grounds
 7. The Bidder must read the instructions contained in Para 1-5 carefully especially the Para-2 in its true letter & Sprit.

CHIEF ENGINEER

PID K 424/24

KPT Head Office Building, Eduljee Dinshaw Road, Karachi-74000,
UAN 111-KPT-111 Ph:99214318, Fax:-99214329-30.

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



KARACHI PORT TRUST
ENGINEERING DEPARTMENT
TENDER NOTICE



TENDER & CONTRACT DOCUMENTS

**CONSTRUCTION OF BOUNDARY WALL TO SAFEGUARD
THE HIGH RISE TOWERS AT WESTERN BREAK WATER OF
SAPTL**

SINGLE STAGE- ONE ENVELOPE (PPRA 36-a Method)

Issued To: _____

August, 2024

CHIEF ENGINEER
KARACHI PORT TRUST,
Eduljee Dinshaw Road, Karachi-74000.
Tel No. + 92 21 9921 4329 Fax No. + 92 21 9921 4329 - 30



KARACHI PORT TRUST

ENGINEERING DEPARTMENT

TENDER NOTICE



DAILY EXPRESS TRIBUNE

DATED: 16-08-2024

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

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- Copy of latest Valid NTN, SRB Certificates.
 - Copy of Online Tax verification (fresh copy of ATL).
 - Updated Company Profile for those participating first time in KPT.
 - Copy of Valid PEC Registration Certificate.
 - Affidavit**, that the firm is not defaulter in Income tax department nor blacklisted by any Organization.
 - In case of companies and firms, last three years Audited Financial Statements are to provided showing minimum average turnover of Rs. 50 (M)
 - In case of individuals/sole proprietors, last three years tax returns filed with FBR are to provided showing minimum turnover of Rs. 5.0 (M) on average for three years.
 - The Bidder have to fulfill eligibility criteria as mentioned in the Bidding Documents.
 - All Submission will be duly Signed & Stamped by the bidder.
- Only the FBR & SRB Registered Bidders are eligible for bidding. Bidder has to quote their rates inclusive of all Govt. Taxes as applicable as per Standard Format.
 - Furthermore all the participated bidders are directed to submit the bid with all Prescribed information completely filled as per Bidding Documents. Failure to do so may result in the bid be treated as Non-responsive Bid.
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 - The Bidder must read the instructions contained in Para-1-5 carefully especially the Para-2 in its true letter & Spirit.

DAILY NAI BAAT

DATED: 16-08-2024

کراچی پورٹ ٹرسٹ

گیت وے ٹو پاکستان
ایک شاندار ورثہ - ایک روشن مستقبل

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- مطلوبہ بولی دہندگان پاکستان انجینئرنگ کونسل کی کٹیگری C-6 یا زیادہ اونگھری میں CE-09, CE-10 کے تحت درج ذیل کام کیلئے کراچی، نیم سرکاری مخصوص کوڈ کیساتھ ریزروڈ اور اسی ریزروڈ کے ساتھ کراچی کی تاریخ تک پیش ہونے ہوں۔
- دوگھری کٹے والے بولی دہندگان کے بی بی اے ایچ اور ایم اے کی ویب سائٹس سے نیچر دستاویزات ڈاؤن لوڈ کر سکتے ہیں۔ نیچر دستاویزات کی تجویز شدہ ڈیڈ لائن پانچ بجے روز بروز (تائمل وائس) اور کام کی ڈیڈ لائن بھاری سورت پانچ بجے روز بروز ہے، اسے شدہ (تائمل وائس) ایک گھنٹے لگانے میں بولی کیساتھ تنجیب ڈاؤن لوڈ آفسر کے بی بی اے ایچ کر دئے ہوں گے۔
- متحدہ ذیل (ایک یا کئی) شرائط کو پورا کرنا لازمی ہے۔
 - این این اور این آر پی سرٹیفکیٹس کی تازہ ترین کاپی
 - این این ٹیکس کی ادا کی گئی کی تصدیق شدہ کاپی (اسے بی بی اے ایچ کی ڈیڈ لائن تک)
 - کے بی بی اے ایچ میں سہلی ہارڈ کاپ کر کے دے اور ان کیلئے سہلی ڈیڈ لائن پر دوغلی۔
 - بی بی اے ایچ میں سرٹیفکیٹ کی کاپی پیش کرنی۔
 - فہم کے ایچ میں سہلی ہارڈ کاپ کسی ادارہ کی جانب سے ایک سہلی نہ ہونے کا حلف نامہ۔
 - (الف) سہلی فہم کی صورت میں گزشتہ تین سال کے آڈٹ شدہ مالیات پیش کنندگی کی فراہمی جو سہلی کم از کم 05 ملین روپے کا کارن اور سہلی ہو۔
 - (ب) انفرادی اسل پور پرائیویٹ کی صورت میں گزشتہ تین سال کے دوران ایف بی آف میں شرحہ کم از کم 5 ملین روپے کی فراہمی جو سہلی کم از کم 05 ملین روپے کا کارن اور سہلی ہو۔
- بولی دہندگان پیش درج ذیل اسٹیٹ میں سے ہونے چاہئے۔
 - تمام دستاویزات بولی دہندگی کی جانب سے ہمارے درجہ شدہ ہوں۔
 - صرف ایف بی آف اور این پی آر سے ریزروڈ بولی دہندگان بولی گانے کے قابل ہیں، بولی دہندہ کو سرپرست بھاری کے مطابق تمام سرکاری ٹیکس سکواڈ ہونے کے ساتھ ساتھ فون کا نمبر دینا ہوگا۔
 - مزید یہ تمام ہارڈ کاپ بولی دہندگان کو رعایت کی جاتی ہے کہ بولی دہندگان اسٹ کے مطابق بولی دہندگان کو یہ معلومات سے پر مشورہ بولی دہندگان۔
 - بولی کاپس بولی دہندگان کے پاس ہونے چاہئے۔
 - بولی دہندگان کو یہ معلومات سے پر مشورہ بولی دہندگان۔
 - بولی دہندگان کو یہ معلومات سے پر مشورہ بولی دہندگان۔
 - بولی دہندگان کو یہ معلومات سے پر مشورہ بولی دہندگان۔
- بولی دہندگان کو یہ معلومات سے پر مشورہ بولی دہندگان۔

گیت وے ٹو پاکستان
کے بی بی اے ایچ ہارڈ کاپ دینا اور ڈاؤن لوڈ کراچی۔ 74000
74000
99214329-30 گیس، 99214318 فون، 111۔ کے بی بی اے ایچ۔ 111
پیدا سے 111۔

PID/K-42424





KARACHI PORT TRUST

CIVIL WORKS DIVISION

Gateway to Pakistan

A Great Heritage – A Vibrant Future

(ADDENDUM)



SUB: CONSTRUCTION OF BOUNDARY WALL TO SAFEGUARD THE HIGH RISE TOWERS AT WESTERN BREAK WATER OF SAPTL.

Furtherance to the advertisement published in News Paper Daily **Express Tribune** and **Daily Nai Baat** on 16-08-2024 for subject project, following amendment may please be noted and read as under:

To be Deleted

The Intending Bidders may visit KPT / PPRA & MOMA Websites and may download the Tender Documents. The Prescribed Tender Fees amounting to Rs. 5,000/- (Non-Refundable) and the Bid security of the work which is Rs.300,000/- fixed (Refundable) will be submitted separately envelope alongwith the Bid at the time of submission of tender in Shape of pay Orders, in favor of Chief Account Officer KPT.

To be Read

The Intending Bidders may visit KPT / PPRA & MOMA Websites and may download the Tender Documents. The Prescribed Tender Fees amounting to Rs. 3,000/- (Non-Refundable) and the Bid security of the work which is Rs.200,000/- fixed (Refundable) will be submitted separately envelope alongwith the Bid at the time of submission of tender in Shape of pay Orders, in favor of Chief Account Officer KPT.

DY: CHIEF ENGINEER-I

INVITATION FOR BIDS

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IB.22 Integrity Pact

INSTRUCTIONSTOBIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

Source of Funds

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

IB.2 Eligible Bidders

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

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.
- b) duly pre-qualified/enlisted with the Employer.

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Bank Guarantee for Advance Payment

5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

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

The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five

(5) Days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, the Employer may, 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.

Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer. To afford prospective bidders reasonable time in which to take an add end um 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

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

IB.8 Documents Comprising the Bid

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

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

IB.9 Sufficiency of Bid

Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall exceptions of arasiti so the rwiseexpressly provided in the Contract, coverall his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

The bidder is advised to obtain for himself at his own cost and 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

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

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

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

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

IB.12 Documents Establishing Works 'Conformity to Bidding Documents

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

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

IB.13 Bid Security

Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan oraninsurance company having atleast AA rating from PACRA/JCR in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.

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

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

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

The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant 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

Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening. All Schedules to Bid are to be properly completed and signed.

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

Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney 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.

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

D. SUBMISSION OF BID

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

Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

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

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

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. BIDOPENINGAND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

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

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

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

To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification 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.

- (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.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

(a) Technical Evaluation

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

(b) Commercial Evaluation

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

Evaluated Bid Price

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

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 Proces to be Confidential

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

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

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Employer's Right

Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.

Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of

Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

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

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

The formal Agreement between the Employer and the successful bidders 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

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

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

IB.22 Integrity Pact

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

BIDDING DATA

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

Clause Reference	Bidding Data
1.1 Name Of Employer Brief Scope Of Bid	KARACHI PORT TRUST, Eduljee Dinshaw Road, Karachi-74000. Tel No. + 92 21 9921 4329 Fax No. + 92 21 9921 4329 – 30 Brief Scope Of Bid. Construction of <u>Boundary Wall to Safeguard the high rise towers at western break water of SAPTL</u>
1.2 Source of Funds	The Employer has arranged funds from its own sources
IB.5 Clarification of Bidding Documents	Employer will share responses at least three (3) days prior to dead line for submission of Bids
IB.10 Bid Prices, Currency of Bid and Payment	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
IB.11 Documents Establishing Bidder's Eligibility and Qualifications	The bidder has the financial and technical capability necessary to perform the Contract as per advertisement and Invitation Letter of Bidding Document.
IB.13 Bid Security	Fixed of amount of Bid security of <u>PKR. 200,000/=</u> in the name of 'CHIEF ACCOUNTS OFFICERS, KPT. (To be submitted in shape of Pay Order as per standard Tender Document & sealed in 'Technical Bid' envelope)
IB.14 Validity of Bids, Format, Signing and Submission of Bid	180 Days from opening of Bid
IB.15 Deadline for Submission Employer's Address for the Purpose of Bid Submission	-----2024 till 1100 Hours CHIEF ENGINEER KARACHI PORT TRUST, Eduljee Dinshaw Road, Karachi-74000. Tel No. + 92 21 9921 4329 Fax No. + 92 21 9921 4329 - 30

IB.16 Bid Opening	Venue: <u>HEAD OFFICE, KPT</u> Date and Time: 03-09-2024 and <u>1030 Hours</u>
16.9 Price Adjustment:	AS PER PEC LATEST PROVISIONS
IB.19 Award Criteria & Employer's Right	A detailed evaluation criterion is stipulated on proceeding page.
IB.21 Performance Security	Performance Security shall be paid in the form of Pay Order in the name of Chief Account Officer KPT. The amount of Performance Security is 10% of the Contract Price.
IB.22 Integrity Pact	Deleted

Note: All latest Taxes of Govt /PEC notifications are applicable as per government rules

0 19. Award / Technical Evaluation Criteria

Criteria Requirement	Maximum Marks
<p>Valid Registration <i>(All supporting documents shall be annexed)</i></p> <ol style="list-style-type: none"> 1) Complete credentials of the individuals/company with related details, 2) Valid registration with PEC in category C-6 & above and with CE10 specialized code, 3) Valid Income Tax Registration with FBR/Tax Department (NTN), Sindh Sales Tax Registration and must be on ATL (for Income and Sales Tax), 4) An original and valid affidavit on non-judicial stamp paper/e-stamp paper duly verified stating that the individual / firm is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or between partners. (Standard format is attached on page 29 of this tender document). 	
<p>Technical Requirement</p> <p>(a) <u>01 No. of Similar (Civil – Building Works) Completed Projects worth Three (03) Million(PKR) or above in last 7 years</u></p> <p><u>Note: Attach Work Order, Completion Certificate, Employer Satisfaction Certificate.</u></p> <p>(b) <u>No. of Similar (Civil – Building Works) In-hand/On-going Projects worth Three (03) Million (PKR) or above</u></p> <p><u>Note: Attach Work Order, Client Satisfaction Certification for said projects.</u></p>	Mandatory
<p>10) <u>Proposed Staff for work</u></p> <p>PEC registered B.Sc. Civil Engineer: having 5 Years of experience. Associate Engineer (DAE Civil): having 5 years of experience. <i>(Evidence(s) should be provided in form of copy of updated CV/ Employment Agreement/Registration License etc.)</i></p>	
<p>12) <u>Financial Status</u></p> <p><i>(a) In case of companies and firms, last three years Audited Financial Statements are to be provided showing minimum average turnover of Rs. 5 million</i></p> <p><i>(b) In case of individual/Sole proprietors, last three year tax returns filed with FBR are to be provided showing minimum turnover of Rs. 05 Million on average.</i></p>	
<p>13) <u>List of equipment (Relevant to subject works)</u></p>	

1. Those bidders who will fulfill above information will be considered Technically Qualified. However if bidder could not provide above information in Technical Proposal, their Bids shall be not considered even Financial Proposal is lowest.
2. Past Performance of the bidders who have already worked with KPT will be examined. In case of unsatisfactory performance, the bidder will be declared as disqualified.
3. Blacklisted firms from Govt /Semi Govt departments are not eligible.

1 GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract shall remain the same as stated in Pakistan Engineering Council (PEC) **Standard Form of Bidding Documents for Procurement of Works for Smaller Contracts** at below stated web portal;

<https://pec.org.pk/wp-content/uploads/2022/04/3-Std-Form-of-Bidding-Docs-for-Proc-of-WorksSmaller-Contracts.pdf>

Conditions stipulated in Particular Condition of Contract shall prevail the General Conditions of contract stipulated in PEC standard bidding document.

Wherever there is conflict between General Condition of Contracts (GCC) and Particular conditions of contracts (PCC) the Particular conditions of contract (PCC) shall prevail. Bidder submitting its Bid hereby acknowledges concurrence to General Conditions of Contract (GCC). Successful Bidder has to submit signed and stamped GCC at the time of contract signing.

2 SPECIAL/ PARTICULAR CONDITIONS OF CONTRACT DATA

Sub-Clauses of Conditions of Contract

The Employer means:

KARACHI PORT TRUST

The Contractor means

The Bidder whose bid is evaluated as technically Qualified and is financially lowest and the one who accepts the LOA

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence

1.1.9 **Time for Completion 90 tidal days after the signing of Contract,** or as mentioned in letter of acceptance or a separate notice to commence issued by the employer.

1.1.20 **Engineer**

Chief Engineer (KPT) or his representative for supervision and payment of invoice including Contract Management

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

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

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

Authorized person:

Chief Engineer (KPT) or his representative

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

Chief Engineer (KPT) or his representative for supervision and payment of invoice including Contract Management

4.4 Performance Security:

10% of the Bid price in shape of payorder in the name of Chief Accounts Officer K P T ' and will be released after issuance of completion certificate by the. Performance Security will be released 28 days after completion / taking over certificate.

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

Specification Clause No's. --- **N.A.** ---

7.2 Program: --- N.A ---

Time for submission: Within twenty one (21) days* of the Commencement Date.

Form of program: Bar Chart (Bar Chart/CPM/PERT)

7.4 Liquidated damages: Amount payable due to failure to complete shall be 0.10% per day up to a maximum of (10%) * of the Contract Price.

9.1 Period for remedying defects / Defect liability period:

180 calendar days after completion of work.

***(a) Terms of Payments**

Payment of Contract Price shall be made in the following parts:

- i) Interim payment certificate can be submitted only after completion of at least 20% of contract value work done on site. Retention money as defined will be deducted from each interim payment certificate after due verification by Chief Engineer KPT or his representative.
- ii) Final payment (less retention money) will be made by Employer after 100% satisfactory physical progress have been achieved by the contractor and duly verified by Executive Engineer.
- iii) Retention money will be released 28 days after completion of defect liability period / issuance Defects Liability Certificate duly approved by Chief Engineer or his representative.

*** (b) Variation of the Works*:**

- i) Remeasurement Contract: The work will be measured and valued against agreed/quoted rates. Maximum of 15% variation will be entertained after the approval of Chief Engineer, or his representative.
- ii) Cost reimburse **NIL**_(details)

Percentage of retention: Ten percent (10%) to be deducted from each IPC, with

maximum limit of 5% of total contract value.

Defects Liability Period: 365 days

11.6 Currency of payment: Pak. Rupees

Insurances:

Type of cover

The Works

3

Amount of cover

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

4

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement

costType of cover

Third Party-injury to persons and damage to property

Minimum **Rs. 200.000/-** per occurrence for unlimited number of occurrence

Workers:

Other cover*:

(In each case name of insured is Contractor and Employer)

Amount to be recovered

Premium plus **NIL** percent (_____%)

15.3 Arbitration – In the event of any claim or dispute arising out and the Contractor is dissatisfied with any decision of the Employer's Representative, after appealing to the Grievance Redressal Committee of KPT, if dispute remains unresolved, the matter 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. Venue of Arbitration will be Karachi.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID

(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 100 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.
We understand that you are not bound to accept the lowest or any bid you may receive.

- 8. 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 _____, 2024

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: _____

5 NOTE: To be submitted by the Contractor with Financial Proposal.

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Bidder's Eligibility & Qualification
- Schedule B to Bid: Schedule of Prices
- Schedule C to Bid: Specific Works data
- Schedule D to Bid: Works to be performed by Sub-contractors
- Schedule E to Bid: Proposed Program of Works
- Schedule F to Bid: Proposed Method of Performing Works
- Schedule G to Bid: Integrity Pact

6

SCHEDULE – A TO BID**ELIGIBILITY AND QUALIFICATION INFORMATION**

[The Bidder should complete this schedule and attach relevant supporting documents]

1.1 STATUS OF BIDDER:

Bidder's Legal Name:	
Owner's Name(s) and CNIC (s)	
Country of Registration:	
Address in Country of Registration:	
Year of Registration with SECP;	
Pakistan Eng. Council License No	
Tax Identification Number	
Mobile No of Authorized Representative for this Tender	
Landline Contact Number	
Valid Email Address	

SCHEDULE – A TO BID

SIMILAR NATURE OF ASSIGNMENTS

Contract No 1		
Contract Name:		
Award Date: Completion Date:		____%age completed
Role in Contract (Contractor or Sub Contractor):		
Brief Description of Workundertaken		
Total Contract Amount in PKR		
If partner in a JV or subcontractor, specify participation of total contractamount:	Percentage of Total:	
Employer's NameAddress Telephone NumberFax Number e-mail address		

(ADD MORE SHEETS BASED ON EVALUATION CRITERIA)

(ALSO ATTACH COMPLETION CERTIFICATES, WORK ORDER/LETTER OF ACCEPTANCE OF EVERY ASSIGNMENT)

7 SCHEDULE – A TO BID

ANNUAL TURNOVER OF THE FIRM FOR THE LAST THREE YEARS

Year	Total Amount for the Year in Millions of PKR

PROPOSED TEAM

Name	Role/Responsibility	Qualifications & General experience (years)	Experience in proposed post(years)
	Project Manager		
	Site Supervisor		
[complete and attach CV for the nominee(s)]			

Attach certificate of No litigation and Non-Blacklisting of the company from anyGovt. / Semi Government / Private organization

Authorized Signature :		Date	
Name & Title of Signatory:	Name : Title:		

Duly authorized to sign on behalf of

Company Name of Bid		Seal or stamp
----------------------------	--	----------------------

8 NOTE: To be submitted by the Contractor with Technical Proposal.

SCHEDULE – B TO BID

Provided **ANNEXURE-A of BOQ** with specifications of the Works should be used by the Contractor, to fill the rates; which are inclusive of all levies/taxes, transportation, O.H. profitsetc. complete in all rest except Sale Tax/Service Tax (if applicable) for which separate line is provided. All items with make & type/origin must be mentioned. Guarantee / warranty must be provided against newly installed items.

All payments will be subject to the tax rates prevailing as per conditions of Law.

9 SCHEDULE - C TO BID

***SPECIFIC WORKS DATA**

The works shall be carried as per standard specification (Attached Annexure-A) and the instructions of the Engineer in charge.

10 SCHEDULE – D 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 intendsto 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.

--- Not Applicable---

11 SCHEDULE – E TO BID

PROPOSED PROGRAM OF WORKS

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

12 SCHEDULE

– F 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.

13 **NOTE: To be submitted by the Contractor with Technical Proposal.**

SCHEDULE – G TO BID

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

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

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

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

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

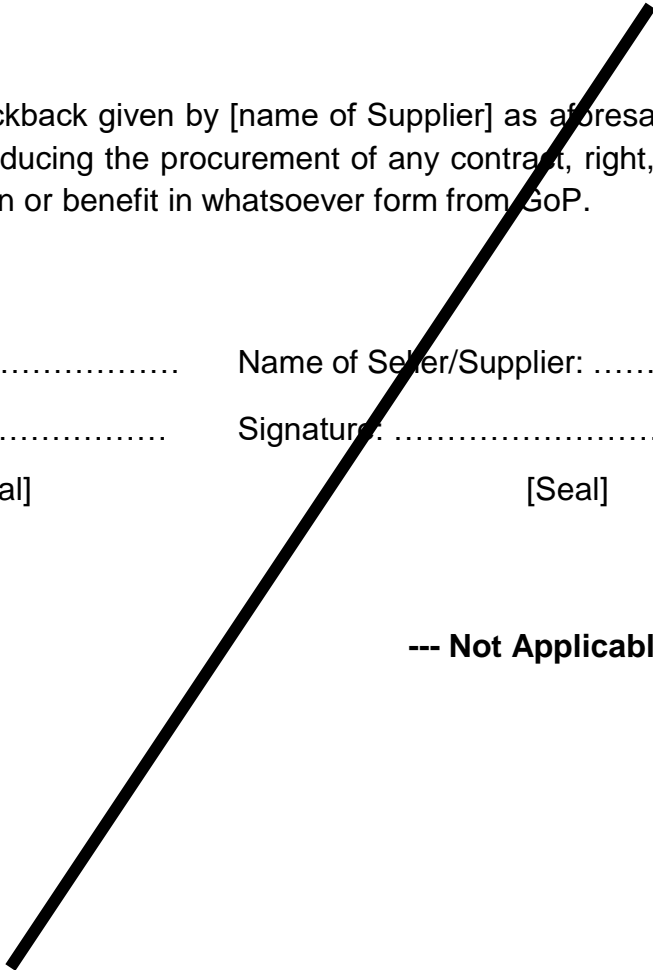
[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege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

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

finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

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

--- Not Applicable---



15 STANDARD FORMS

BID SECURITY

16 (Bank Guarantee)

17 NOT APPLICABLE ONLY PAY ORDER WILL BE ACCEPTED

Security Executed on _____ (Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees . _____ (Rs. _____)

Bid Reference No. _____

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ or _____ (Particulars of Bid) to the said Employer; and WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by



registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

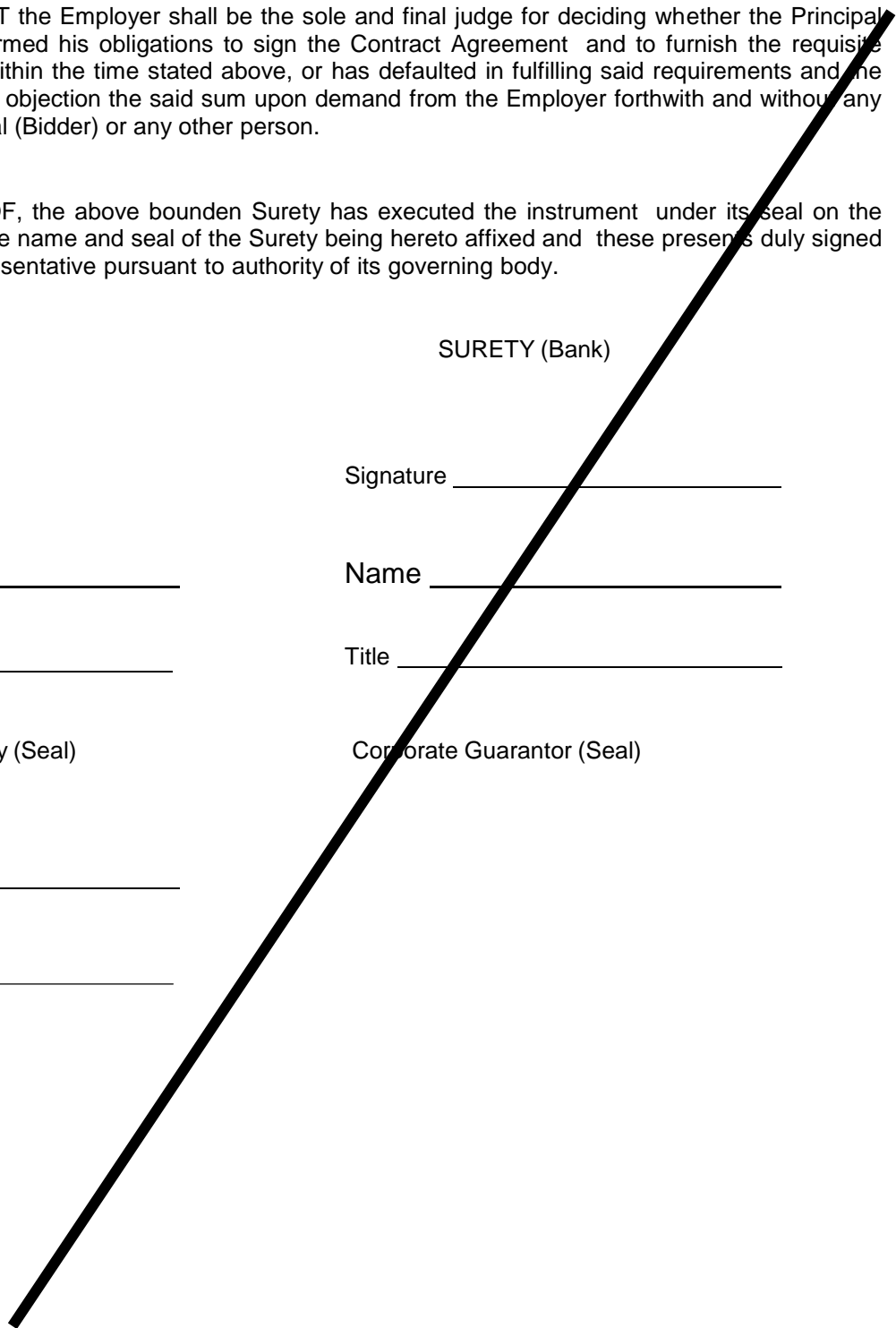
Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



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

19 NOT APPLICABLE ONLY PAY ORDER WILL BE ACCEPTED

(Letter by the Guarantor to the Employer) Guarantee No. _____
Executed on _____

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

Name of Principal (Contractor) with

Address: _____ al 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. _____

Corporate Secretary (Seal)

2. _____

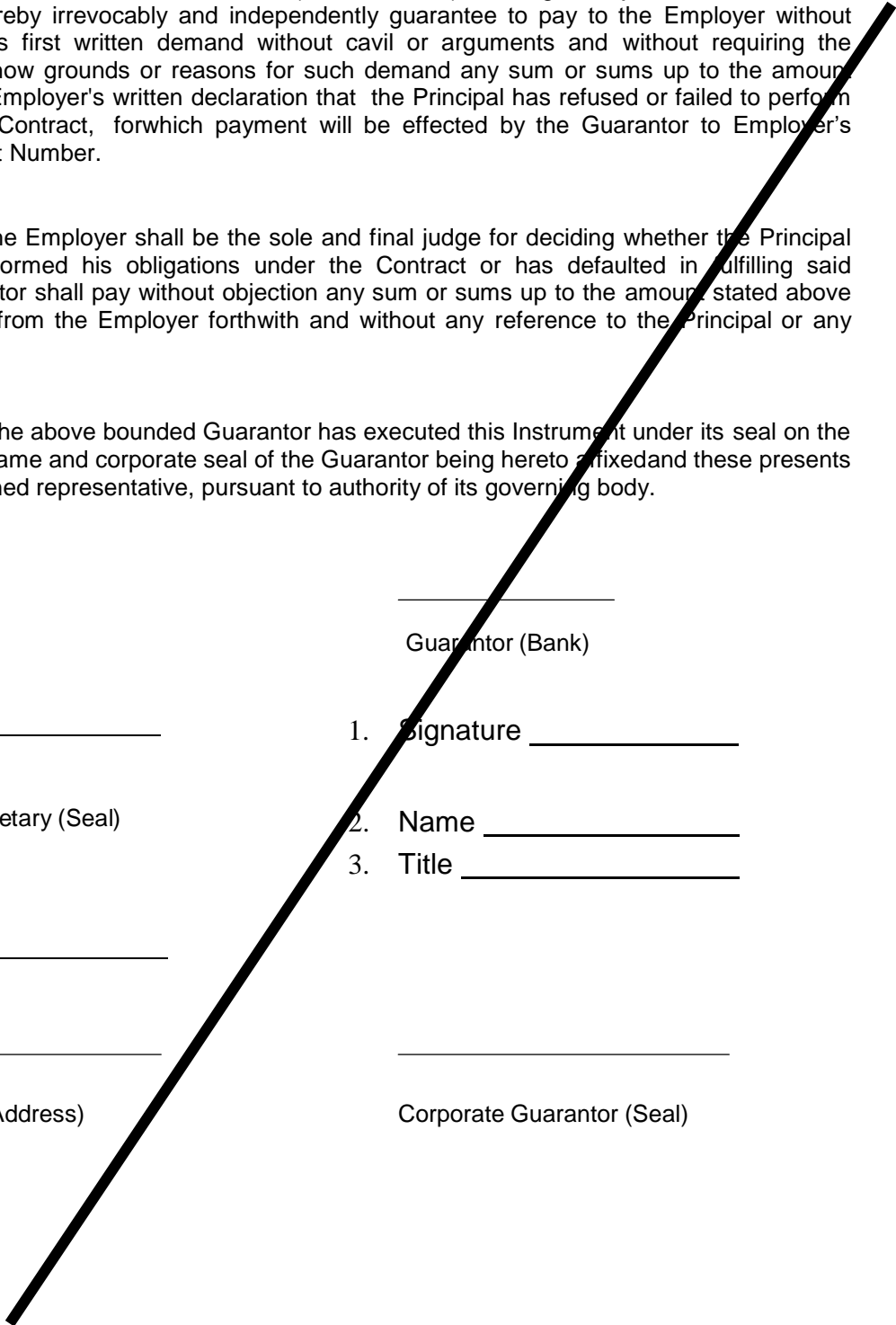
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)



20 FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ 2024 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 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.

- (a) 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: The Letter of Acceptance;
- (b) The completed Form of Bid;
- (c) Conditions of Contract & Contract Data;
- (d) The priced Schedule of Prices;
- (e) The Specifications; and
- (f) The Drawings (if any)
- (g) Annexures of Bid Documents(if any)

2. 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.

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

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

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



21 FORM OF DECLARATION OF NO BLACKLISTING AND LITIGATION
(To be submitted on non-judicial stamp paper or e-stamp paper)

I/we _____, address _____, do hereby solemnly affirm and declare as under:-

- That our firm has not been blacklisted/ debarred from any Government/ Semi Government/Autonomous/ Public Sector Organization or any Agency.
- That the firm has not been involved in any kind of litigation.
- That there is no litigation between partners of the firm.

We further, affirm and declare that above is true to best of our/my knowledge and that nothing has been concealed or hidden therein.

Signature of authorized signatory

Name: _____

Designation: _____

CNIC: _____

Seal/Stamp: _____

Date: _____

22 Note:

- i. Duly signed by owner/CEO of the company or authorized representative having authority letter.
- ii. To be submitted on non-judicial E-Stamp paper.

SPECIAL PROVISIONS

1. The contractor shall provide following items to the employer upon successful issuance of Work Order the same items shall remain property of KPT upon successful completion of works:
 - a. 01 No. Laptop of latest make and reputable brand of at least 12th Generation Core i5.
 - b. 01 No. Colour Printer HP Laser jet or Equivalent of latest make.
2. The Contractor shall comply with EHS policy and ensure proper Marine Protocol while transporting the material for construction through boats.
3. The Contractor shall ensure that no any debris is left at the Western break Water or thrown / spilled in the sea.
4. The Contractor shall provide transportation facility to the Engineer and his representatives whenever required during the execution of works for access to site.

ANNEXURE – A

Financial Bid (Priced BOQ with specification and Drawings)



KARACHI PORT TRUST
ENGINEERING DEPARTMENT

**DOCUMENTS TO
BE RETURNED**

**NAME OF WORK CONSTRUCTION OF BOUNDARY WALL TO SAFEGUARD THE
HIGH RISE TOWERS AT WESTERN BREAK WATER OF SAPTL.**

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

Notes:-

- a) After the completion of the work the contractor is required to clear away and remove from the site all construction plants, surplus material, rubbish, debris and temporary works of every kind etc. to the entire satisfaction of the Engineer. It may be noted that Contractors' account will not be finalized till such time a certificate to this effect is obtained from Executive Engineer and submitted to the Chief Engineer for his information
- b) The Contractor must ensure that the dismantled materials should be disposed in accordance with safety standards fixed by the civic agencies and specified environmental protection rules
- c) Debris dismantled materials, rubbish etc. should be disposed in such a way that it should not cause any pollution and shall not be source of harm to public.
- d) The tenderers are advised to avoid cutting / over writing in B.O.Q. In case any cutting / over writing it should be properly re-write, sign and stamp otherwise, the tenders may not be considered.
- e) The Bidders are requested to collect the drawing & specifications from the office of chief engineer on given date & time as per advertisement.
- f) ***“Only the FBR & SRB Registered Contractors are eligible for bidding, Contractor has to quote their rates inclusive of all Govt. Taxes”.***

B. O. Q. ITEMS

Case -Id CONSTRUCTION OF BOUNDARY WALL TO SAFEGUARD THE HIGH RISE TOWERS AT WESTERN BREAK WATER OF SAPTL.

Plan #
Dated :

S.No.	Ref.	Item description	Unit	Rate	Rate in Words	Quantity	Amount
1		PROVIDING AND LAYING 1:3:6 CEMENT CONCRETE SOLID BLOCK MASONRY EQUAL TO OR MORE THAN 150 MM (6") THICK WALLS AND PILLARS USING GRADED SCREENED BAJRI 20 MM (3/4") AND DOWN GAUGE SET IN 1:4 CEMENT MORTAR IN FOUNDATION, BASEMENT AND PLINTH INCLUDING SCAFFOLDING RAKING OUT JOINTS AND CURING ETC., COMPLETE	SQM			125.00	
2		PREPARING AND APPLYING (3/4") THICK CEMENT PLASTER, 1:3 MORTAR FINISHED SMOOTH I/C CURING ETC. COMPLETE IN ALL RESPECT	SQM			700.00	
3		PROVIDING AND LAYING REINFORCED CEMENT CONCRETE USING SCREENED GRADED BAJRI 20 MM (3/4") AND DOWN GAUGE HAVING A MINIMUM WORKING CUBE CRUSHING STRENGTH OF 4500 LBS. PER SQ. INCH AFTER 28 DAYS WITH A MIX NOT LEANER THAN 1:11/2:3 IN COLUMN, BEAMS, LINTELS, ROOF SLAB, CHAJJA, WALLS STAIRCASE, ETC., OF REQUIRED SHAPE AND DESIGN INCLUDING FORM WORK AND ITS REMOVAL, COMPACTING AND CURING ETC.	CUM			6.00	
4		PROVIDING AND FIXING OF FIBER/UPVC MATERIAL SECURITY GAURD CABIN (8'X10') AND WASH ROOM (4'X4') INCLUDING FIBER TANK 500 LITRE, WC/COMMODE,ACCESSORIES,SANATORY FIXTURES COMPLETE IN ALL RESPECT OR AS DIRECTED BY ENGINEER INCHARGE.	EACH			1.00	
5		PROVIDING AND LAYING HARD GRADE DEFORMED BAR STEEL (MINIMUM STRENGTH 60,000 PSI) REINFORCEMENT BARS WITH AND INCLUDING THE COST OF STRAIGHTENING, CUTTING, BENDING, BINDING, WASTAGE AND SUCH OVERLAPS AS ARE NOT SHOWN ON THE DRAWING PLACING IN POSITION IN CEMENT CONCRETE 1:11/2:3 PRECAST OR M.S. CHAIRS, TYING WITH BIND NG WIRE, COST OF CHAIRS AND WIRES ETC. IN ALL KIND OF RCC WORK IN FOUNDATION, BASEMENT, PLINTH AND GROUND FLOOR..	KG			150.00	
6		PROVIDING AND FIXING OF GENERAL STEEL WORK AS IN GUARD BAR, GATES WITH UNBREAKABLE LOCKING SYSTEM (WITH SHEETS), GRILLS, RAILING, LADDERS, SUPPORTS, HANDLES, WITH OR WITHOUT CONNECTION ENDS, FIXED WITH FRAME OR INDEPENDENTLY CUT TO SIZE, SHAPE, FIGURE INCLUDING THE COST OF MARINE PAINT, WELDING, BOLTING, RIVETING, JOINTING, FORGING, LETTING, INTO STONE, CONCRETE, BRICK OR BLOCK ETC COMPLETE AS REQUIRED AT SITE AND AS DIRECTED BY ENGINEER IN CHARGE.	KG			400.00	
7		CONSTRUCTION OF SOAKAGE PIT HAVING 4' DIA & THE REQUIRED DEPTH 1/E 3' BELOW THE LEVEL OF GROUND WATER TABLE, COMPLETE AS PER ATTACHED DRAWING AND AS DIRECTED BY ENGINEER INCHARGE.	EACH			1.00	



B. O. Q. ITEMS

CONSTRUCTION OF BOUNDARY WALL TO SAFEGUARD THE HIGH RISE TOWERS AT WESTERN BREAK WATER OF SAPTL.

Plan #

Dated :

S.No.Ref.	Item description	Unit	R a t e	Quantity	Amount
8	PROVIDING AND FIXING OF BARDE WIRE PVC COATED OF 02 STANDARDS 04 BARBED @ 75 MM COMPLETE IN ALL RESPECT OR AS PER DIRECTIONS OF THE ENGINEER INCHARGE	RM		430.00	
9	PROVIDING AND FIXING OF GALVANIZED STEEL ANGLE FENCING POST EMBEDDED IN CONCRETE AND PAINTING EXPOSED PORTION WITH ALUMINIUM PAINTS 3 COATS INCLUDING NECESSARY HOLES BUT EXCLUDING THE COST OF EXCAVATION AND CONCRETE COMPLETE	KG		300.00	
10	PREPARING SURFACE AND APPLYING 03 X COATS OF WEATHER SHIELD PAINT OF APPROVED MAKE AND SHADE INCLUDING SCRAPING SAND PAPERING DUSTING AND FILING REQUIRED AT ANY HEIGHT AND DEPTH ALONG WITH WALL MARKING PRESCRIBED AS KPT PROPERTY.	SQM		600.00	
11	PAINTING WITH EPOXY PAINT OF APPROVED MAKE AND SHADE 02 COATS OVER I/C THE COST OF ONE PRIMING COAT TO MS GATE, RAILINGS, ANGLE IRONS ETC COMPLETE IN ALL RESPECTS ANMD AT ANY HEIGHT AS DIRECTED AND SPECIFIED.	SQM		15.00	
12	PROVIDING AND FIXING OF CRUSHED / BROKEN GLASS OVER THE TOP OF RCC WALL WITH CEMENT MORTAR AS PER DIRECTIONS OF THE ENGINEER INCHARGE	RM		100.00	
13	PROVIDING OF BOAT FOR MATERIAL SHIFFTING AND INSPECTION OF WORK. I/C EMPLOYER FACILITY AS STATED IN THE SPECIAL PROVISIONS OF BIDDING DOCUMENT	EACH		1.00	
14	PROVIDING AND FIXING OF 4" DIA UPVC PIPE AND SPECIALS INCLUDING EXCAVATION / CUTTING OF WALL, GROUND ETC AND FIX WITH ALL ACCESSORIES LIKE T, BENDS, SOCKETS, ELBOWS, Y, UNIONS ETC COMPLETE AND USE OF BOND ADHESIVE ALL OF BEST APPROVED QUALITY AND MAKE INCLUDING COST OF MAKING GOOD THE DISTURB SURFACES ON LIKE TO LIKE BASIS, FIXED AT ANY HEIGHT ANY SURFACE	RM		10.00	

TOTAL :	
ADD 5% CONTINGENCIES	0
NET TOTSL	
ADD 15% S.R.B	
GRAND TOTAL	0

