

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

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

- NAME OF THE ORGANIZATION / DEPARTMENT.
- FEDERAL / PROVINCIAL GOVT.

Karachi Port Trust / Civil Works Division

Federal Govt. (KPT Board of Trustees)

- TITLE OF CONTRACT

APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY SURVEY OF MATERIAL PIER AT MANORA KARACHI

- TENDER NUMBER

TS497692E Dated 08-12-2022

- BRIEF DESCRIPTION OF CONTRACT:

This more than a century old pier has pivotal role for Commuters of Manora is in dilapidated condition and to access the existing structural viability. M/s. Tech Professional & Consultant (Pvt.) Ltd has been engaged for checking / testing of structural viability through Competitive Bidding under rule 36 (a) of PPRA. Rs. 889,875.00

- TENDER VALUE

Rs. 921,910.50

- ENGINEER'S ESTIMATE
(for civil Works only)

- ESTIMATED COMPLETION PERIOD

60 days

- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

NO

➤ Advertisement: i) PPRA Website (Federal Agencies) (If yes, give date and PPRA's tender number) • Dated: 08-12-2022 • PPRA No. TS497692E ii) News Papers (If yes, give names of newspapers and dates)	Yes	No
	✓	
	Yes	No
		NA
➤ TENDER OPENED ON (DATE & TIME)	10-01-2023 at 1100 Hrs.	
➤ NATURE OF PURCHASE	Local	Int.
	✓	
➤ EXTENSION IN DUE DATE (If any)	Yes	No
		✓

Ans
4/1/23
EXECUTIVE ENGINEER,
KARACHI PORT TRUST




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


 EXECUTIVE ENGINEER,
 KARACHI PORT TRUST.

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

CONTRACT AWARD PROFORMA -II

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

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	All Three (03) Bidders are present
➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/S. Tech Professional & consultants (Pvt.) Ltd. Office no. 301, Building 80-C, 11 th Commercial Street Main Khayaban-e-Ittehad, DHA Phase-II Karachi Telephone No. 92-21-35310068
➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 st , 2 nd , 3 rd EVALUATED BID)	1 st Evaluation Bid
➤ NEED ANALYSIS only the procurement was necessary?)	KPT Authorities is committed to Provide repair / maintenance of existing infrastructure
➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)	N/A
➤ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	YES
➤ DATE OF CONTRACT SIGNING (Attach a copy of agreement)	07-03-2023
➤ CONTRACT AWARD PRICE	Rs. 889,875.00
➤ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach copy of the bid evaluation report)	Bid Evaluation Report under PPRA Rule-35 attached.
➤ ANY COMPLAINTS RECEIVED (If yes result thereof)	NO
➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS (If yes give details)	NO
➤ DEVIATION FROM QUALIFICATION CRITERIA (If yes give details)	NO
➤ SPECIAL CONDITIONS, IF Any (Give Brief Description)	N/A

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04/04/23
EXECUTIVE ENGINEER,
VIDACHI PORT TRUST.

Material

EXHIBIT 101
T207 1107 111201



عزم عالی شان شاد رہے پاکستان

KARACHI PORT TRUST

ENGINEERING DEPARTMENT

Consultancy Contract Agreement

FOR

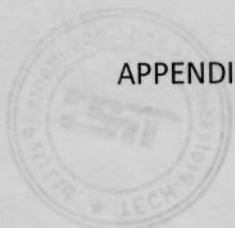
APPOINTMENT OF INDIVIDUAL CONSULTANT/FIRM FOR INTEGRITY SURVEY
OF MATERIAL PIER AT MANORA KARACHI.

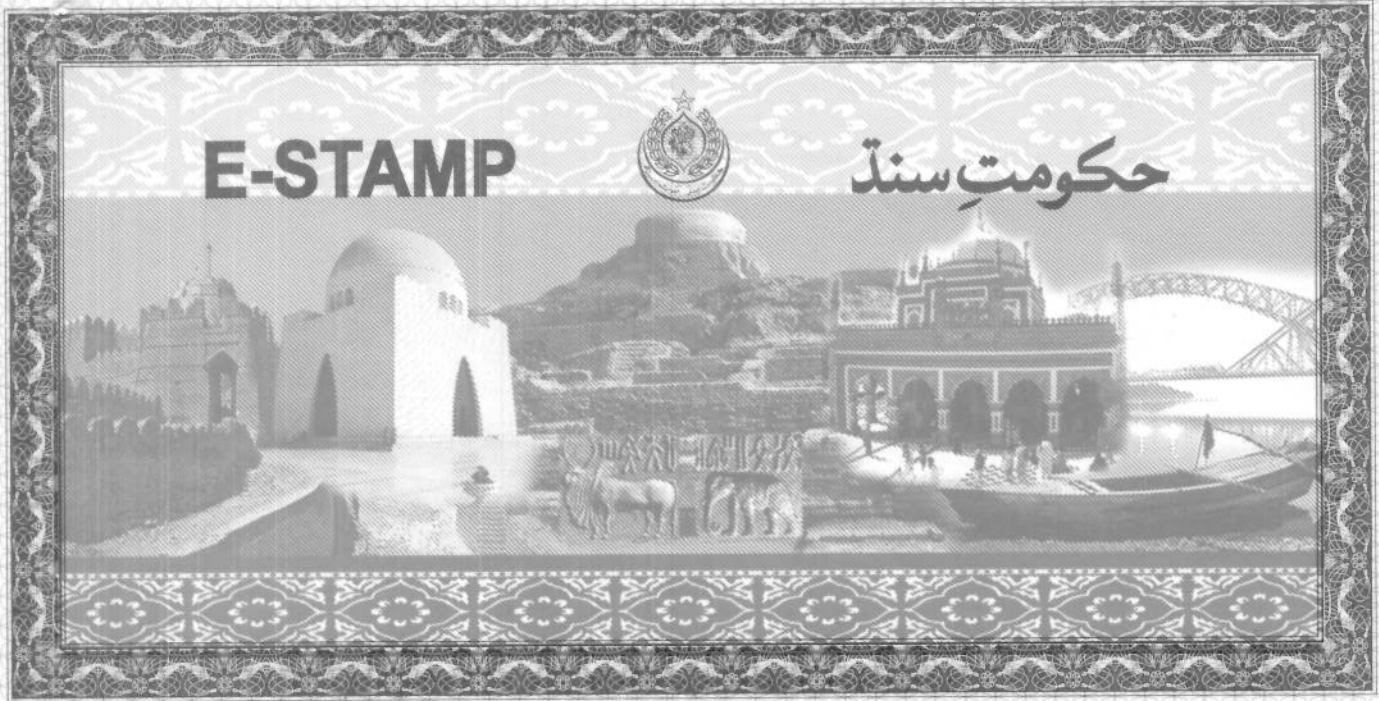
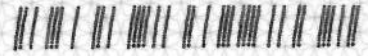
March, 2023



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NBP-0007-2303070001995507

GoS-KHI-1156F79A0CBCC313

Non-Judicial**Rs 3,115/-**

Description	: Contract - 15(a)
Principal	: M/s Thech-Professionals and Consultants (PVT) Limited [69753666]
Contractor	: M/s Thech-Professionals and Consultants (PVT) Limited [69753666]
Applicant	: Ali Nawaz Shaikh [43203-8366570-5]
Stamp Duty Paid by	: M/s Thech-Professionals and Consultants (PVT) Limited [69753666]
Issue Date	: 07-Mar-2023, 01:07:17 PM
Paid Through Challan	: 20239748251539EE
Amount in Words	: Three Thousand One Hundred and Fifteen Rupees Only



Please Write Below This Line

AGREEMENT FOR CONSULTANCY SERVICES

THIS AGREEMENT, together with APPENDICES A to D which constitute an integral part thereof (here in referred to as the Agreement), is entered in to on this _____ day of _____ (month), 2023.

Between

Civil Works Department Karachi Port Trust, Eduljee Dinshaw Road, Karachi, Pakistan. (herein referred to as the "Client") of the first part;

And

Tech-Professionals And Consultants (PVT) Limited Office No. 301 Third Floor Building 80-C, 11th Commercial Street Main Khayaban-e-Ittehad DHA Phase 2 Ext. Karachi Pakistan (herein referred to as "Consultant"), of the second part.

The Parties here to agree as under:-

1. ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

2. ARTICLE 2: SCOPE OF SERVICES

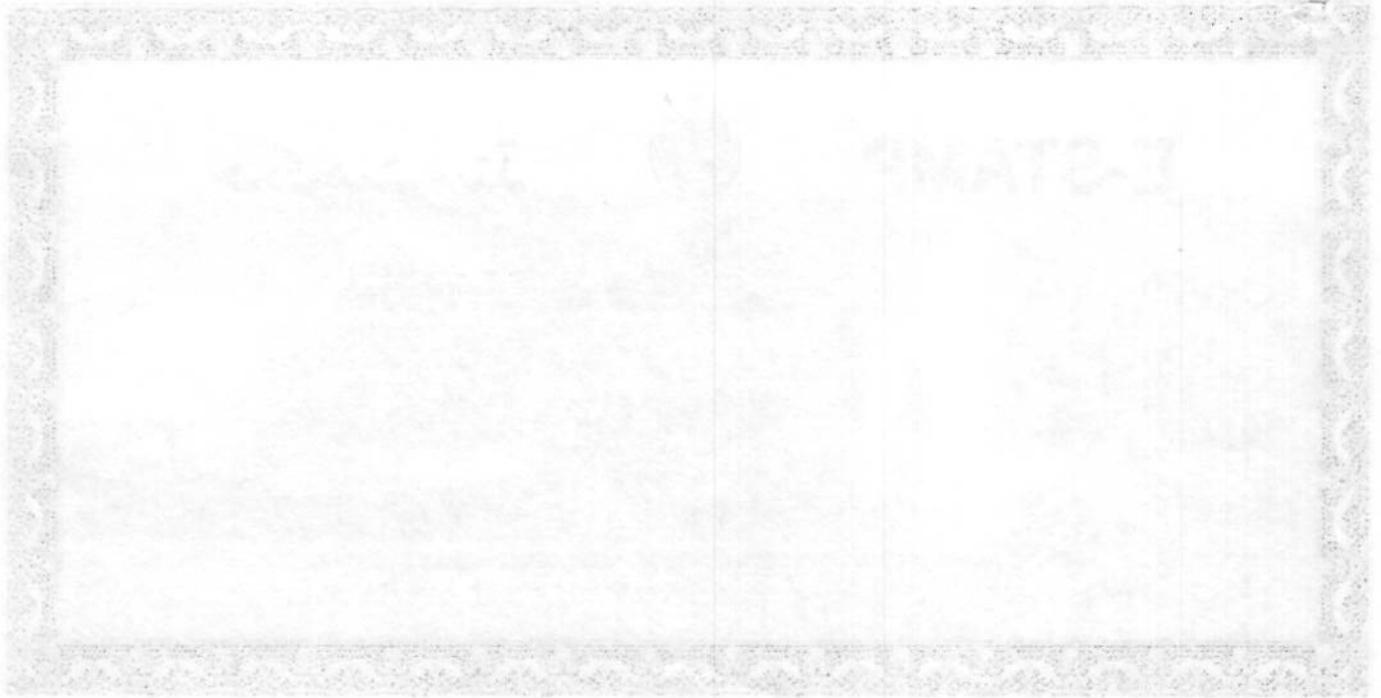
Page 3 of 12

2.1 The scope of consultancy and other professional services (here in referred to as "Services") to be performed by the Consultant for the Project under this Agreement are described in the attached Appendix A.





DISTRICT



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AGREEMENT TO SELL

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3.

ARTICLE3:TIMESCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

3.2 Time Schedule of Services

3.3 The time schedule of Services is given in the attached Appendix B.

3.4 Extension of Time

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant as and when required.

4.

ARTICLE4:MODE OF OPERATION

4.1 Obligations of the Consultant

- The Consultant shall perform Services as an independent consultant in accordance with recognized international standards, applicable laws and regulations.
- The Consultant shall appoint a Project Manager (professional engineer licensed by PEC) named in Appendix D who shall represent the Consultant for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services there under. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant.
- The Consultant shall carry out the Services with due diligence and efficiency and inconformity with sound engineering practices.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and engineering practices.
- The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part there of nor engage any other independent consultant or sub-contractor to perform any part of the Services.
- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.

4.2 Obligations of the Client

The Client shall provide to the Consultant:

- All necessary data/documents/reports, as listed in Appendix A, that may be required by the Consultant for performing the Services with in the Time Schedule given in Appendix B.
- The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultant.
- The Client shall take all necessary measures to make timely payments to the Consultant as stipulated in Article 5,hereof.

5.

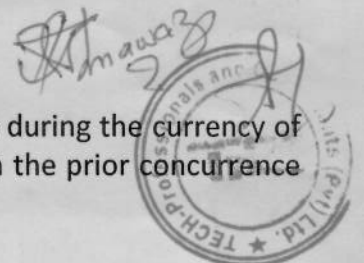
ARTICLE5:REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Consultant and the mode of payment shall be as described in the attached Appendix-C.

6.

ARTICLE6:ADDITIONAL SERVICES

The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence



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of both the Parties. the Consultant shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

7. ARTICLE7:TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions here of, the Services have been completed and the payment of remunerations have been made.

7.2 Termination by the Client

The Client may, by a written notice of thirty (30) days to the Consultant, terminate this Agreement .All accounts between the Client and the Consultant shall be settled not later than sixty(60)days of the date of such termination.

7.3 Termination by the Consultant

The Consultant may suspend the Agreement by a written notice of thirty (30)days only If the Consultant does not receive payments due under this Agreement with in thirty (30)days of submission of its invoice. If the payment is still not made to the Consultant after thirty (30) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving thirty (30)days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay,with in a period of thirty (30)days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.

8. ARTICLE8: FORCEMAJEURE

The term" Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy ,wars ,blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events ,not with in the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15)days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

9. ARTICLE9:RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made there under as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

10. ARTICLE10:APPLICABLELAWS

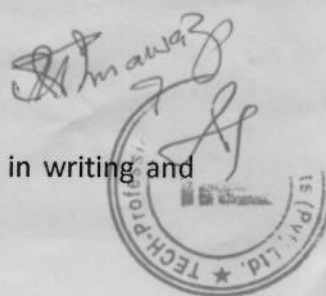
This Agreement shall, in all respects, be read and construed and shall operate inconformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

11. ARTICLE11:CONTRACTAMENDMENT

No variation in or modifications to the terms of the Agreement shall be made ,except by a written amendment signed by the Parties hereto.

12. ARTICLE12:NOTICES

Any notice given by any of the Parties here to shall be sufficient only if in writing and delivered in person or through registered mail as follows:







E-STAMP
CONTINUATION SHEET
Government of Sindh

To: The Client Chief Engineer, KPT
To: The Consultant Project Manager, TPC
**Tech-Professionals and Consultants (PVT)
Limited**

or to such other address as either of these parties shall designate be notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHERE, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

SIGNED AND DELIVERED BY THE

General Manager (CW) on behalf of the Chairman / Board of Trustees of the Port of Karachi.

Signed by

In the Presence of

for and behalf of the Chairman

(SYED JAMIL AKHTAR)
Executive Engineer (S)
CNIC # 42101-1492099-5

Zahid Hussain
General Manager (CW)
CNIC #42201-6078496-5

And

Signed and Delivered By the Consultant M/s.Tech-Professionals and Consultants (PVT) Limited, Through their President Mr. Ali Nawaz Shaikh

Signed by

In the presence of



Consultant
Mr. Ali NAWAZ SHAIKH President
CNIC# 43203-8366570-5

Witnesses:

1. Mr. Yasir Mumtaz
CNIC # 43203-7768070-7

Witnesses:

2. Mr. Sheeraz Kalwar
CNIC# 43104 68538017

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APPENDIX A

THE PROJECT & SCOPE OF SERVICES

A-1 THE PROJECT: APPOINTMENT OF INDIVIDUAL CONSULTANT/ FIRM FOR INTEGRITY SURVEY OF MATERIAL PIER AT MANORA KARACHI.

A-2 SCOPE OF SERVICES

A-3 INTRODUCTION:

Karachi Port Trust (KPT)-(here in after called the "Employer") is under taking the Works "Appointment of Individual Consultant/ Firm For Integrity Survey of Material Pier at Manora Karachi" For this purpose, Bids are called as per Single Stage Single Envelope bidding procedure as stated in Pakistan Public Procurement Rules 36(a).

The scope of works includes Conditional Survey of Pier and Its structural components. Technical status appraisal of Material Pier/ Marine Structures, Detailed Terms of Reference is attached as Annexure A:

A detailed scope of work has been described elsewhere in these documents. The successful Bidder will be expected to complete the Works within the stipulated period of 60 days as specified in these Bidding Documents.

A-4 DETAILED SCOPE OF WORK FOR CONSULTANT:

The consultant shall carry out the structural integrity of Material Pier located at Manora Karachi and cover all the aspects pertaining to durability and feasibility of life of structure according to recent paradigms of loading around and on the structure. Also provide the way forward appraisal for carrying out the reconstruction of the subject pier as per trends adopted in vogue.

A-5 DATA/DOCUMENTS/REPORTS

Karachi Port Trust will provide relevant data and reports as per available record and necessary to Consultant for preparing above assignment.

APPENDIX B: TIME SCHEDULE

B-1 Effective Date of Commencement of Services: 10 days after signing of Contract Agreement.

B-2 Time Schedule of Services : The overall time duration for completion of assignment is 60 days only.

APPENDIX C: REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT

C-1 Total Remuneration: Lump sum Rs. 889,875/ inclusive of all prevailing taxes in-words (Eight Lacs Eighty Nine Thousands Eight Hundred Seventy Five Pak Rupees Only) will be made to the consultant for successful completion of the assignment.

C-2 Advance Payment: Deleted

C-3 Schedule of Payments : on submission of deliverables.
As per BOQ Enclosed in (Annexure – B)

C-4 Delayed Payment:

KPT may impose the following penalties to defaulting bidders as follows:

If the approved bidder/ consultant fails to deliver the output as per requirement of the Authority, as described in TOR (Annexure-A), the procuring agency may stop payment and take legal action as per PP rules.

In Case of delay in Completion of assignment / task on the part of consultant the delay damages will be imposed at the rate of 1.0% per month of the contract price and maximum cap of 3% of the contract Price.



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APPENDIXD:

Consultant Representative

D-0 PROJECTMANAGER

President, TPC (Pvt)Limited.

Client Representative

D-1 PROJECTMANAGER

Chief Engineer, Karachi Port Trust

D-2 REPRESENTATIVEOFTHECLIENT

Executive Engineer(Works)

D-3 VENUEOFARBITRATION

Karachi

D-4 LOCATIONOFTHECOURTS

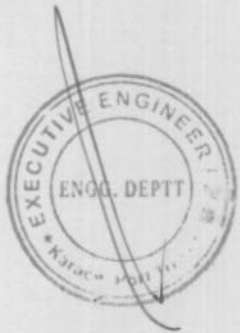
Karachi

HAVINGJURISDICTION



Terms of Reference

1. Conducting Integrity Survey of all the Structural Aspect of Material Pier.
2. Lab Investigation (NDT/Core test for Concrete and steel reinforcement).
3. Technical feasibility/Options appraisal Report of the existing structure of Material Pier.
4. Consultant will provide 01 Original (Colour) and 04 Copies of the report including colour copies of structures.
5. Preparing the Block Estimate of appraised works to be carried out.
6. Evaluation of Structures and Condition Survey Report (Recommendation for Repairs.)
7. Draft Construction Drawings will be provided alongwith the report (Both in Soft Copy & A3 size).



PROPERTY A

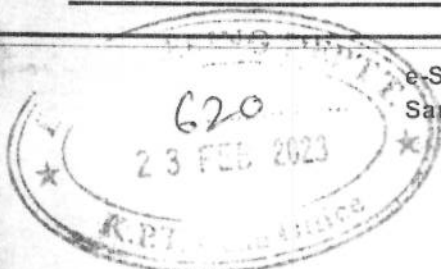
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KARACHI PORT TRUST FINANCE DEPARTMENT

e-Sanction #: SANC-FS/2023/21/18476
Sanction Date: 22-FEB-23



CHIEF ENGINEER

SUB: APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY SURVEY OF MATERIAL PIER AT MANORA KARACHI.

REF: Your E-file No : 2410220016

The **CHAIRMAN** has accorded sanction in subject proposal to **TECH PROFESSIONAL & CONSULTANTS PVT LTD**, amounting **Rs: 889875 (Eight Hundred Eighty-Nine thousand Eight Hundred Seventy-Five Only)**. The expenditure will be debited as follows :

Budget Year	Account Head	Account Title	Sanctioned Amount	Project No
2022-2023	01013012	BUILDING & OTHER STRUCTURES (BOS)	889875	23001

ENCL: Original File is being returned herewith.



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FINANCE OFFICER

Note / Any other Information:

CHAIRMAN APPROVED PARA-(A) AT PP-18

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23/02

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on para-251
23/02/23

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Other	

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KARACHI PORT TRUST

Gateway to Pakistan
A Great heritage – A Vibrant Future

TENDER NOTICE
Engineering Department



CORRIGENDUM

APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY SURVEY OF MATERIAL PIER AT MANORA KARACHI

Tender extend due to administration reason for the above work which was due on 23-12-2022 has been extended and will now be opened on :10-01-2023

The other terms, conditions & venue will remain unchanged.



EXECUTIVE ENGINEER (WORKS)

CHIEF ENGINEER
KPT Head Office Building,
Edujee 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

SR No. 1874

DATE 26/12/22

4126

2022

✓
KPT (N)

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KARACHI PORT TRUST
Gateway to Pakistan
A Great Heritage - A Vibrant Future
APPOINTMENT OF CONSULTANTS

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عزیم عالی شان شاد رہے پاکستان

Tenders are invited by the Chief Engineer KPT, under PPRA Rule 36 (a) from Bidders i-e single stage Single envelope. K.P.T. Intends to hire the services of a Consulting Firm for the "**APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY SURVEY OF MATERIAL PIER AT MANORA KARACHI.**" Reputable Consultancy Firms having vast experience in relevant field may apply.

Consultancy Services include the following works to be executed by the Consultant:-

Integrity Survey which includes viz:-

- Diamond Coring.
- Conducting required tests on the Extracted Cores From a reputable approved Laboratory.
- Scanning of Existing R.C.C Structural Members.
- Preparation and Submission of Reports.

Cost of Tender documents.	Rs.1,125/- per Set	(Non refundable)
Last date & time for receipt of Tenders.	23-12-2022	10.30 Hours
Date & time of opening of tender	23-12-2022	11.00 Hours

2. The consultants are required to submit the following documents in a separate sealed envelope:-

- Copy of NTN Certificate.
- Online Tax verification.
- Copy of S.R.B Certificate.
- Valid PEC Registration Certificate (original will be seen at the time of opening of the bid).
- No Litigation Certificate.
- Financial Stability Statement from Banker as follows :
 - In case of companies and firms**, last three years Audited Financial Statement are to be provided showing minimum turnover of Rs. 01 (Million) on average or
 - In case of individuals / sole Proprietors**, last three years tax returns, filed with FBR, are to be provided showing minimum turnover Rs. 01 (Million) of average for three years.

3 The Intending Consulting Firms must be registered with Pakistan Engineering Council which must be valid on the date of opening of Bid.

4 The Consulting Firms may visit **KPT & PPRA Websites for any queries and Downloading of documents.**

5 The prescribed document fees of **Rs. 1,125/- set.** will be submitted in a separate envelope alongwith the Documents at the time of submission in shape of Pay Orders, in favor of Chief Account Officer, KPT.

6 Pre-Qualification Application / Documents are to be submitted (one original and one copy) in sealed envelope marked as "**APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY SURVEY OF MATERIAL PIER AT MANORA KARACHI**" as per guide lines and supporting documents mentioned in the TOR . The KPT reserves the right to accept or reject any / all applications prior to the acceptance of Bid / Proposal. The KPT shall, upon written request, communicate to any firm, who submitted a Proposal, the grounds for its rejection of the proposal / bid, but is not required to justify those grounds.

No.E/CW-1(585)/OF/2022
Dated: 07-12-2022

CHIEF ENGINEER
KPT Head Office Building,
Edujlee 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

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KARACHI PORT TRUST







KARACHI PORT TRUST
GATEWAY TO PAKISTAN



5004

TENDER LIST

Closing Date	Opening Date	Description
13, Dec 2022	23, Dec 2022	<p>APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY SURVEY OF MATERIAL PIER AT MANORA KARACHI.</p> <p>TENDER DOCUMENTS.</p> <ul style="list-style-type: none"> Type: Civil Works
		10 Downloaded



Public Tenders

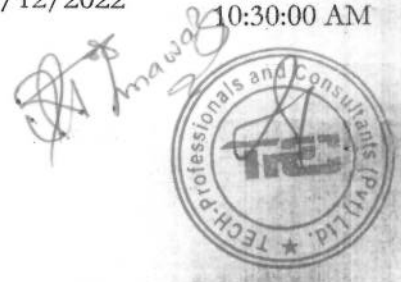
View By: All Organizations Sectors

Please Click on image to Download/View.
Only 10 days old tenders from the closing date will be shown.

Organization Name: Karachi Port Trust

Sector Name :

Tender No	Tender Title	Download	Advised Date	Closing Date
▲ ▼	Karachi Port Trust, Karachi	▲ ▼	▲ ▼	▲ ▼
TS497692E	APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY S		8/12/2022	23/12/2022 10:30:00 AM
	APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY S E/CW-1(585)/OF/2022			





KARACHI PORT TRUST
ENGINEERING DEPARTMENT

No. E/CW-1(585)/751
Dated:-

M/s. Tech Professional & Consultant PVT LTD.
Office No. 301 Third Floor, 80-C 11th
Commercial Street Main
Khayaban-e-Ittehad DHA Phase-II
(Ext) Karachi.
Phone:+92-21-35310068
Mob:+923332171021.

SUB: APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY
SURVEY OF MATERIAL PIER AT MANORA KARACHI.

(LETTER OF INTENT)

Dear Sir,

I am pleased to inform you that, the KPT Management has sanctioned your offer amounting to **Rs. 889,875.00 (Rupees Eight Hundred Eighty-Nine Thousand Eight Hundred Seventy-Five Only)** for the subject work.

You are therefore, requested to kindly send your acknowledgement & in this regard contact with Executive Engineer (W) for the Commencement of necessary Formalities i.e. Execution of the Contract Agreement etc. within fourteen (14) days of issue of this Letter. please.



For: CHIEF ENGINEER
K.P.T

e/c

*Received
with thanks.*

23/7/23.







KARACHI PORT TRUST
Gateway to Pakistan
A Great Heritage - A Vibrant Future
APPOINTMENT OF CONSULTANTS

75

عزیم عالی، نشان شاد و دھجے پاکستان

Tenders are invited by the Chief Engineer KPT, under PPRA Rule 36 (a) from Bidders i-e single stage Single envelope. K.P.T. Intends to hire the services of a Consulting Firm for the **"APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY SURVEY OF MATERIAL PIER AT MANORA KARACHI."** Reputable Consultancy Firms having vast experience in relevant field may apply.

1. **Consultancy Services include the following works to be executed by the Consultant:-**

Integrity Survey which includes viz:-

- Diamond Coring.
- Conducting required tests on the Extracted Cores From a reputable approved Laboratory.
- Scanning of Existing R.C.C Structural Members.
- Preparation and Submission of Reports.

Cost of Tender documents. Rs.1,125/- per Set (Non refundable)

Last date & time for receipt of Tenders. 23-12-2022 10.30 Hours

Date & time of opening of tender 23-12-2022 11.00 Hours

2. **The consultants are required to submit the following documents in a separate sealed envelope:-**

- Copy of NTN Certificate.
- Online Tax verification.
- Copy of S.R.B Certificate.
- Valid PEC Registration Certificate (original will be seen at the time of opening of the bid).
- No Litigation Certificate.
- Financial Stability Statement from Banker as follows :

(i) In case of companies and firms, last three years Audited Financial Statement are to be provided showing minimum turnover of Rs. 01 (Million) on average or

(ii) In case of individuals / sole Proprietors, last three years tax returns, filed with FBR, are to be provided showing minimum turnover Rs. 01 (Million) of average for three years.

3 The Intending Consulting Firms must be registered with Pakistan Engineering Council which must be valid on the date of opening of Bid.

4 The Consulting Firms may visit **KPT & PPRA Websites for any queries and Downloading of documents.**

5 The prescribed document fees of **Rs. 1,125/- set.** will be submitted in a separate envelope alongwith the Documents at the time of submission in shape of Pay Orders, in favor of Chief Account Officer, KPT.

6 Pre-Qualification Application / Documents are to be submitted (one original and one copy) in sealed envelope marked as **"APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY SURVEY OF MATERIAL PIER AT MANORA KARACHI"** as per guide lines and supporting documents mentioned in the TOR . The KPT reserves the right to accept or reject any / all applications prior to the acceptance of Bid / Proposal. The KPT shall, upon written request, communicate to any firm, who submitted a Proposal, the grounds for its rejection of the proposal / bid, but is not required to justify those grounds.

No. E/CW-1(585)/OF/2022
Dated: 10-11-2022

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

**Executive Engineer (W)
Engineering Department
Karachi Port Trust**





عزم عالی شان شاد رہے پاکستان

**KARACHI PORT TRUST
ENGINEERING DEPARTMENT**

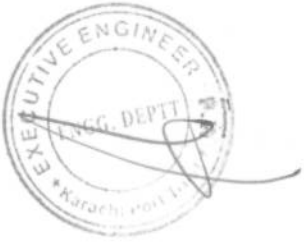
INVITATION OF BIDS

FOR

**APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY SURVEY
OF MATERIAL PIER AT MANORA KARACHI.**

BIDDING DOCUMENT

December , 2022




**Executive Engineer (W)
Engineering Department
Karachi Port Trust**

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[Signature]
**Executive Engineer (W)
Engineering Department
Karachi Port Trust**



AGREEMENT FOR CONSULTANCY SERVICES

THIS AGREEMENT, together with APPENDICES A to D which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this ---- day of -----(month), 2022.

between

----- (herein referred to as the "Client") of the first part;

and

----- (herein referred to as "Consultant"), of the second part.

The Parties hereto agree as under:-

1. ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

2. ARTICLE 2: SCOPE OF SERVICES

2.1 The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultant for the Project under this Agreement are described in the attached Appendix A.

3. ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

3.2 Time Schedule of Services

The time schedule of Services is given in the attached Appendix B.

3.3 Extension of Time

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant as and when required.

4. ARTICLE 4: MODE OF OPERATION

4.1 Obligations of the Consultant



[Signature]
**Executive Engineer (W)
Engineering Department
Karachi Port Trust**

- The Consultant shall perform Services as an independent consultant in accordance with recognized international standards, applicable laws and regulations.
- The Consultant shall appoint a Project Manager (professional engineer licensed by PEC) named in Appendix D who shall represent the Consultant for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant.
- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices, rules and codes.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and engineering practices, rules and codes.
- The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent consultant or sub-contractor to perform any part of the Services.
- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.



4.2 Obligations of the Client

The Client shall provide to the Consultant:

- All necessary data/documents/reports, as listed in Appendix A, that may be required by the Consultant for performing the Services within the Time Schedule given in Appendix B.
- The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultant.

(4)



[Signature]
Executive Engineer (W)
Engineering Department
Karachi Port Trust

- The Client shall take all necessary measures to make timely payments to the Consultant as stipulated in Article 5, hereof.

5. ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Consultant and the mode of payment shall be as described in the attached Appendix-C.

6. ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. the Consultant shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

7. ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

7.2 Termination by the Client

The Client may, by a written notice of thirty (30) days to the Consultant, terminate this Agreement. All accounts between the Client and the Consultant shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Consultant

The Consultant may suspend the Agreement by a written notice of thirty (30) days only if the Consultant does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultant after thirty (30) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.



[Signature]
Executive Engineer (WP)
Engineering Department
Karachi Port Trust

8. **ARTICLE 8: FORCE MAJEURE**

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

9. **ARTICLE 9: RESOLUTION OF DISPUTES**

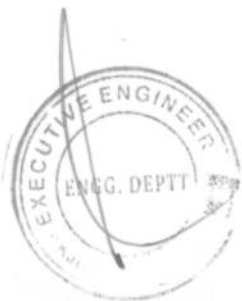
Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

10. **ARTICLE 10: APPLICABLE LAWS**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

11. **ARTICLE 11: CONTRACT AMENDMENT**

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.



Handwritten signature



Handwritten signature
**Executive Engineer (W)
Engineering Department
Karachi Port Trust**

12. ARTICLE 12: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client Chief Engineer, KPT
To: The Consultant Project Manager,-----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF (The Consultant)

Karachi Port Trust

Signed by: -----

Signed by: -----

Designation:-----

Designation:-----

(Seal)

(Seal)

Witness:

Witness:

Signed by:-----

Signed by:-----



(7)



Handwritten signature

**Executive Engineer (WP)
Engineering Department
Karachi Port Trust**

APPENDIX A

THE PROJECT & SCOPE OF SERVICES

A-1 THE PROJECT: APPOINTMENT OF INDIVIDUAL CONSULTANT / FIRM FOR INTEGRITY SURVEY OF MATERIAL PIER AT MANORA KARACHI.

A-2 SCOPE OF SERVICES

INTRODUCTION:

Karachi Port Trust (KPT) - (hereinafter called the "Employer") is undertaking the Works "Appointment of Individual Consultant / Firm For Integrity Survey of Material Pier at Manora Karachi" for this purpose, Bids are called as per Single Stage Single Envelope bidding procedure as stated in Pakistan Public Procurement Rules 36(a).

The scope of works includes Conditional Survey of Pier and its structural components. Technical status appraisal of Material Pier/ Marine Structures, Detailed Terms of Reference is attached as Annexure A:

A detailed scope of work has been described elsewhere in these documents. The successful Bidder will be expected to complete the Works within the stipulated period of 60 days as specified in these Bidding Documents.

A-3 DATA/DOCUMENTS/REPORTS

Karachi Port Trust will provide relevant data and reports as per available record and necessary to consultant for preparing above assignment.

APPENDIX B: TIME SCHEDULE

B-1 Effective Date of Commencement of Services :10 days after signing of Contract Agreement.

B-2 Time Schedule of Services: The overall time duration for completion of assignment is 60 days only.



(8)



[Signature]
**Executive Engineer (W)
Engineering Department
Karachi Port Trust**

APPENDIX C: REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT

- C-1 Total Remuneration: Lum sum Payment to the appointed Consultant will be made after successful completion and approval/acceptance of assignment.
- C-2 Advance Payment: Deleted
- C-3 Schedule of Payments: on submission of deliverables
- C-4 Delayed Payment: KPT may impose the following penalties to defaulting bidders as follows:

If any bidder found to have submitted false documents in support of his qualification, his bid will be treated as cancelled, legal action against the bidder shall be initiated under the PPRA Rules.

If the approved bidder/ consultant fails to deliver the output as per requirement of the Authority, the procuring agency may stop payment and take legal action as per PP rules.

In Case of delay in Completion of assignment / task on the part of consultant the delay damages will be imposed at the rate of 1.0% per month of the contract price and maximum cap of 3% of the contract Price.

APPENDIX D: SPECIAL CONDITIONS

Assignment Background

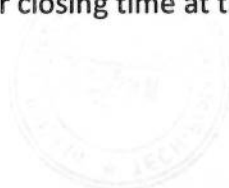
The Material Pier at Manora, previously known as "Tide Guage Pier" was initially constructed during 1869-70, due to old age about 120 years and dilapidated condition same was reconstructed during 1999. The Pier is about 250 feet long and 39 feet wide and located at Manora Island same is being used for General Public and Cargo etc. by residents of Manora.

KPT would like to appoint individual consultant/person for conditional survey of the Material Pier via onsite and offsite testings and apprising the way forward for proper technical designing of the Material pier as per annexure-A.

The KPT invites sealed bids from qualified Consulting Firms meeting the eligibility criteria for provision of consultancy services for condition survey and technical design appraisal of Material Pier.

Single stage single envelope procedure under the PPRA rules shall be used for submission of bids. The selection will be made on the basis of least cost selection method under Regulation 3(C) of Procurement of Consultancy Services Regulations, 2010.

The tender proposals complete in all respect should reach the office of the undersigned before the closing date as mentioned in tender notice. Tenders will be opened on the same day 30 minutes after closing time at the office of Chief Engineer, KPT.



[Signature]
Executive Engineer (WP)
Engineering Department
Karachi Port Trust

1. INSTRUCTIONS TO BIDDERS

The procurement shall be carried out using single stage single envelope procedures under the PPRA Rules, 2020 and Consultancy Regulations, 2010. The bid validity period is 120 days for this assignment. The tender proposal shall be prepared and delivered in the following manner:

1.1 Financial Proposal

The financial proposal indicating the quoted price/fee in figures as well as in words on prescribed form (Annex-I) along with essential details must be enclosed in an envelope and the following information shall be clearly marked on the envelope :-

1. Financial Proposal
2. Tender No.
3. Consultant Name

1.2 Technical Proposal

The technical details without mentioning the financial aspects along with requisite documents as per para-1.8 & 05 must be enclosed in an envelope. Following information will be clearly marked on the envelope:-

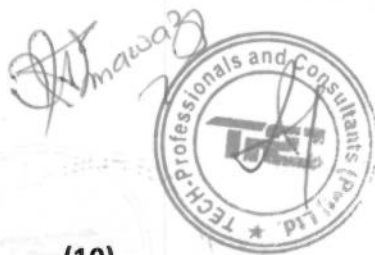
1. Technical Proposal
2. Tender No.
3. Consultant Name


1.3 Both the envelopes i.e. "Financial Proposal and Technical Proposal" must be enclosed in a properly sealed envelope that must be marked as tender proposal for consultancy services and be addressed to this office only.

1.4 Both i.e the Technical and Financial proposals shall be opened at the same time with technical proposal being opened first.

1.5 Date and Time for Receipt of proposals

The tender proposals must reach to the following office by the date as mentioned in the Advertisement notice:




Executive Engineer (W)
Engineering Department
Karachi Port Trust

Chief Engineer,

Karachi Port Trust

Head Office Building, Eduljee Dinshaw Road, Karachi 74000

Ph 021-99214318, Fax No 99214329-30

1.6 Prices and Taxes

The price/fee against the services must be quoted in Pakistani rupees including all taxes. Government taxes as per prescribed rates shall be applicable.

1.7 Language of Bidding Document

The tender proposal must be prepared in English language.

1.8 Mandatory Documents / Evaluation of Technical Bids to be provided by the Bidder with Technical Bids:

Following documents (MANDATORY) must be provided / attached with Technical Proposal:-

- a) Copy of tax registration. Income Tax No. to be mentioned on the Proposal and proof of ATL.
- b) Valid PEC Registration Certificate
- c) An affidavit on judicial stamp paper to the effect that the bidder has never been blacklisted by any Government organization.
- d) Qualification/ experience certificates in support of the technical qualification of the bidder.
- e) Undertaking that the information provided are correct and nothing is concealed.
- f) Audited Financial statement for last 3 years are to be provided with minimum turnover of Rs. 0.5 (Million) on average

1.8.1 EVALUATION OF TECHNICAL BIDS

The technical bids shall be evaluated as per criteria mentioned as para-05 under heading of expertise required/ eligibility of consultant. The mandatory documents as per Para-1.8 must be attached with technical bid.



S.No.	Description	Marks
General Experience Firm/Individual		
	Atleast 02 Port related / Marine Structure Civil works projects completed within last 5 years:	Mandatory
Relevant experience/ Firm/Individual		
	Atleast 02 Projects of Conditional Survey/Integrity survey of similar projects of Port Infrastructure projects or Feasibility Studies of Port Infrastructures completed or ongoing within last 5 years:	Mandatory
Human Resource Capability		
	BE / BS Civil (With 15 years Experience) OR ME / MS CIVIL / STRUCTURAL ENGINEERING (With 10 years Experience)	Mandatory
For Technical Qualification the bidder must provide the above.		

1.9 Disqualification

Proposals are liable to be rejected if:-

- Proposals are found conditional or incomplete in any respect.
- Received after the closing date and time.
- There is any deviation from the Instructions to Bidders.
- Multiple rates are quoted.
- Proposals (Financial / Technical) containing unauthenticated amendments / corrections / overwriting.
- Proposal made through Fax / E-mail / Cable / Telex.
- If the Proposal is found to be based on cartel action in connivance with other bidders.
- If the bidder was found to have any conflict of interest as per PPRA rules.

1.10 Rights Reserved

KPT reserves full rights to accept or reject any or all Proposals including the lowest, as per PPRA Rules.

2. DETAILED SCOPE OF WORK FOR CONSULTANT:

The consultant shall carry out the structural integrity of Material Pier located at Manora Karachi and cover all the aspects pertaining to durability and feasibility of life of structure according to recent paradigms of loading around and on the structure. Also provide the way forward appraisal for carrying out the reconstruction of the subject pier as per trends adopted in vogue.

(12)



[Signature]
Executive Engineer (W)
Engineering Department
Karachi Port Trust

3. EXPERTISE REQUIRED/ ELIGIBILITY OF CONSULTANT

In order to qualify for financial bid, the consultant should fulfill the following criteria and the conditions mentioned at para-1.8 & 04:

EDUCATION AND EXPERIENCE OF PROJECT MANAGER :

Minimum M.E/M.S Civil / Structural Engineering Degree having at least 10 years experience of Structural, Rehabilitation of Marine structures or Conditions surveys etc. and specifications of all sort of marine structures or BE Civil at least 15 having experience as Structural Engineer and prepared Rehabilitation of marine structures, prepared condition survey reports and detailed specifications for Piers, wharves, jetties and other marine structures.

4. APPOINTMENT AND ASSIGNMENT SCHEDULE

The consultant after award of contract shall provide services immediately till completion of assignment and approval of all documents by Competent Authority of Karachi Port Trust.

5. LETTER OF AWARD AND CONTRACT

The lowest evaluated qualified bid will be accepted on least cost basis and letter of award will be issued to the successful bidder. The successful bidder shall be required to sign a contract with the procuring agency within 03 days of issuance of letter of award and shall commence services immediately.

6. PENALTIES

KPT may impose the following penalties to defaulting bidders as follows:

If any bidder found to have submitted false documents in support of his qualification, his bid will be treated as cancelled, legal action against the bidder shall be initiated under the PPRA Rules.

If the approved bidder/ consultant fails to deliver the output as per requirement of the Authority, the procuring agency may stop payment and take legal action as per PP rules.

If the approved bidder / consultant fails to deliver the output of the assignment within the stipulated time the Authority shall impose financial penalties on the bidder.

7. PAYMENTS FOR SERVICES

Payment to the appointed Consultant will be made after successful completion and acceptance of assignment.

8. CLARIFICATION OF THE TENDER DOCUMENT

The prospective bidders may solicit clarification of the Bidding Documents or other queries related to the assignment at eekpt2021@gmail.com, within 10 days of issuance of this document in writing. The clarification and its replies will be shared with all prospective bidders through their official emails. Late and irrelevant queries will not be entertained.

**CHIEF ENGINEER,
KARACHI PORT TRUST
FINANCIAL PROPOSAL**

Name of Bidder: _____

<p>Total Fee/Price Quoted (Including all taxes)</p>	<p>Rs. _____ (In Words: _____ _____)</p>
---	---



Signature of Bidder with date: _____

CNIC No. _____

Client Representative

- | | | |
|-----|---|------------------------------------|
| D-1 | PROJECT MANAGER | Chief Engineer, Karachi Port Trust |
| D-2 | REPRESENTATIVE OF CLIENT | Executive Engineer (Works) |
| D-3 | VENUE OF ARBITRATION | Karachi |
| D-4 | LOCATION OF THE COURTS
HAVING JURISDICTION | Karachi |

(14)

Mawaz



[Signature]

**Executive Engineer (W)
Engineering Department
Karachi Port Trust**

TORs:

1. Conducting Integrity Survey of all the structural aspect of Material Pier.
2. Lab Investigation (NDT/Core test for Concrete and steel reinforcement).
3. Technical feasibility/Options appraisal Report of the existing structure of Material Pier.
4. Consultant will provide 01 Original (Colour) and 04 Copies of the report including colour copies of structures.
5. Preparing the Block Estimamte of apprised works to be carried out.
6. Evaluation of Structures and Condition Survey Report (Recommendation for Repairs.) and Draft Construction Drawings will be provided alongwith the report (Both in Soft Copy & A3 size)

Note:

Financial Bid must include all the expenditure pertaining to expenditure pertaining to the transportation of Consultant & Employer's team on both Offshore & Onshore sites, photography, testing and all other expenditures needed to complete the said assignments.



[Signature]
Executive Engineer (W)
Engineering Department
Karachi Port Trust

