KARACHI PORT TRUST



GATEWAY TO PAKISTAN

CIVIL WORKS DIVISION



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

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

NAME OF THE ORGANIZATION / DEPARTMENT.	Karachi Port Trust / Civil Works Divisio	<u>n</u>			
➢ FEDERAL / PROVINCIAL GOVT.	Federal Govt. (KPT Board of Trustees)	Federal Govt. (KPT Board of Trustees)			
➤ TITLE OF CONTRACT	REHABILITATION OF DAMAGE NO. 1 AT EAST WHARF.	REHABILITATION OF DAMAGED TRANSIT PLINTH NO. 1 AT EAST WHARF.			
> TENDER NUMBER	TS508311E				
➢ BRIEF DESCRIPTION OF CONTRACT	The subject Plinth at East Wharf facilitates handling and stacking of Cargo on as and when required basis. It is pertinent to mention her that, it has been observed by the concerned KPT Management personals that, due to heavy cargo handling and movement the subject Plinth have become dilapidated & hence the same situation is causing inconvenience in Port Operations. The overall area of plinth is 11200 Sq.Meters (approx:)				
> TENDER VALUE	Rs. 40,326,168.75				
 ENGINEER'S ESTIMATE (for civil Works only) 	Rs. 32,290,004.00				
► ESTIMATED COMPLETION PERIOD.					
WHETHER THE PROCUREMENT WA INCLUDED IN ANNUAL PROCUREMENT PLAN?	S NO				
> Advertisement:		Yes	No		
 i) PPRA Website (Federal Agencies) (If yes, give date and PPRA's tender number) Dated:15-04-2023 					
ii) News Papers (If yes, give names of news pape	 PPRA No. TS508311E ii) News Papers (If yes, give names of news papers and dates) Daily The Express Tribune Dated:-13-04-2023 Daily Jung 		No		
TENDER OPENED ON (DATE & TIME)		02-05-2023 at 11:30 Hrs.			
> NATURE OF PURCHASE		Local	Int.		
	Executive Engineer (South) KARACHI PORT TRUST	✓			

\triangleright	EXTENSION IN DUE DATE (If any)	Yes	No			
			✓			
>	NUMBER OF TENDER DOCUMENTSS OLD Not Known Uploaded on PPRA	A / KP -	Γ Websites			
>	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING /TENDER DOCUMENTS (If yes enclose copy).	Yes	No			
		\checkmark				
~	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	Board's Sanction				
>	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.	Yes	No			
			✓			
>	NUMBER OF BIDS RECEIVED	Two Bids Received				
>	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER	Yes	No			
		✓				
		Two Bids Received				
>	WHETHER INTEGRITY PACT WAS SIGNED		No			
	Stant	✓				
	EXECUTIVE Engineer (South)					

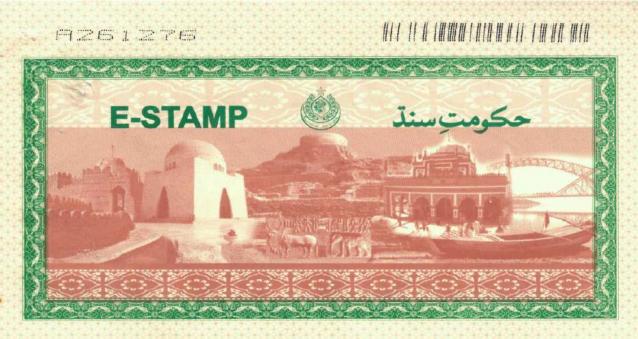
KARACHI PORT TRÚST

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

CONTRACT AWARDPROFORMA -II

To Be Filled and Uploaded on PPRA Website in Respect of All <u>Public Contracts of Works, Services & Goods</u>

>	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	Two (02) Nos.
>	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s. N. Hussain Engineering & Emp Company (PVT)Ltd. B-67, CGECHS, Gulshan-e-Iqbal, Block-10A, Karachi. Phone No. (92-333) 2358589 Mob:0333-2358589
4	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 st , 2 nd , 3 rd EVALUATEDBID)	1 st Evaluation Bid
	NEED ANALYSIS (only the procurement was necessary?)	KPT Authorities is committed to Provide repair / maintenance of existing infrastructure
>	IN CAS EEXTENSION 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)	21-05-2024
	CONTRACT AWARD PRICE	Rs. 40,326,168.75
7	WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach copy of the bid evaluation report)	Bid Evaluation Report under PPRA Rule-35 attached EV No. <u>EV53109</u>
	ANY COMPLAINTS RECEIVED (If yes result thereof)	NO
A	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS (If yes give details)	NO
>	DEVIATION FROM QUALIFICATION CRITERIA (If yes give details)	NO
>	SPECIAL CONDITIONS, IF Any (Give Brief Description)	N/A Executive Engineer (South) KARACHI PORT TRUST



NBP-0002-2401190003938247

GoS-KHI-F406BDCFEB0CE890

Non-Judicial

Rs 141,142/-

Description	: Contract - 15(a)
Principal	: M/s N.Hussain Engineering & EMP Company (Private) Limited [49073530]
Contractor	: M/s N.Hussain Engineering & EMP Company (Private) Limited [49073530]
Applicant	: Niaz Hussain Kolachi [45302-0379928-9]
Stamp Duty Paid by	: M/s N.Hussain Engineering & EMP Company (Private) Limited [49073530]
Issue Date	: 19-Jan-2024, 05:01:50 PM
Paid Through Challan	2024F3DC689EA496
Amount in Words	: One Lac Forty One Thousand One Hundred and Forty Two Rupees Only

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "agreement") made on the _____ day of _______ 2024 between <u>Karachi Port Trust</u> (hereinafter called the "employer") of the one part and

M/s. N. Hussain Engineering & Emp Company (PVT)Ltd, of B-67, CGECHS, Gulshan-e-Iqbal, Block-10A, Karachi. (hereinafter called the "contractor") of the other part. WHEREAS the Employer is desirous that certain Work, viz: - <u>REHABILITATION OF DANAGED TRANSIT PLINTH NO.1 AT EAST WHARF</u>, "at the quoted rates and the margined down price of Rs.40,326,168.75 (Rupees Forty Million Three Hundred Twenty Six Thousand One Hundred Sixty Eight & Paisa Seventy Five Only)sanctioned "Vide B.R No. '430(Item-VII) Dated: 27-07-2023, should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such Works and the remedying of any defect therein, "Further the Contractor has deposited to the Board a sum of Rs. 4,032,650.00 (Rupees Four Million Thirty-Two Thousand Six Hundred Fifty only) as Performance Security as per Clause No. IB 32.1 GCC Clause 10.1 of Contract Data vide KPT Challan No. 3011230038 Dated: - 30-Nov- 2023. NOW this agreement witness as follows:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents except those parts relating to Instructions to Bidders shall be deemed to form and read and constructed as part of this Agreement, viz:
 - a. The Contract Agreement:
 - b. The Letter of Acceptance;
 - c. The completed Form of Bidalongwith Schedules to Bid:
 - d. Integrity Pact
 - e. The General Conditions Part-I & II
 - f. Terms of Reference
 - g. Special Stipulation
 - h. Specifications-Special Provisions Part-II
 - i. The Drawings:
 - j. Relevant Correspondence (any other)



Bull

3. In consideration of the payments to be made by the Employer to the Contractor as Hereinafter mentioned, the Contractor hereby covenants with the Employer to Execute and complete the sheet works remedy defects therein in conformity and in all respects with the provision of the contract. of Sinch

4. That Employer hereby covenants to pay the contractor in consideration of the Execution and completion of the work as per provision of the Contract, the Contract price or such other sum as may become payable under the provision of the contract at times in the manner prescribed by the Contract.

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

SIGNED, AND DELIVERED BY THE

Chairman and two Trustees on behalf of the Board of Trustees of the Port of Karachi.

Signed b In the Presence of

Zahid Hussain

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

(Civil Works) Karachi Port Trust

ACHI -

Singed by

In the presence of

Secretary, KPT

Chairman, Karachi Port Trust CNIC #

KM1 Trustee Trustee

Signed and Delivered by the with named Contractor M/s. N. Hussain Engineering & Emp Company (PVT) Ltd, through their Director Mr. Niaz Hystain Kulachi.

Signed by

And

In the presence of

Stoul

Contractor

Mr.Niaz Hussain Kolachi Director CNIC # 45302-0379928-9

Witness 1) Mr. Sageer Athlae CNIC. # 42401-1765822-3 Sig

2) Mr. Said Ahu ' CNIC. # 13101-0 893 >28-9 Sig Sawall



INTEGRITY PACT

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

Contract No. No. E/CS-2(931)/3180 Dated: 23-Aug-2023 Contract Value: Rs. 40,326,168.75

CONTRACT TITLE: <u>REHABILITATION OF DANAGED TRANSIT PLINTH NO.1 AT</u> <u>EAST WHARF.</u>

M/s. N. Hussain Engineering & Emp Company (PVT)Ltd, 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 <u>M/s. N. Hussain Engineering & Emp Company (PVT)</u> <u>Ltd</u>, represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

M/s. N. Hussain Engineering & Emp Company (PVT)Ltd, certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s. N. Hussain Engineering & Emp Company (PVT) Ltd, 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 <u>M/s. N. Hussain Engineering &</u> <u>Emp Company (PVT) Ltd</u>, agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by <u>M/s. N. Hussain</u> <u>Engineering & Emp Company (PVT)Ltd</u>, 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



CHIEF ENGINEER K.P.T.

M/s. N. Hussain Engineering & Emp Company (PVT) Ltd,

Alt

KARACHI PORT TRUST (SECRETARIAT)

No.KPT/S-BS/220 Dated

GENERAL MANAGER (F) GENERAL MANAGER (CW) CHIEF ENGINEER

> SUB: - <u>EXTRACT OF MINUTES OF BOARD MEETING OF 27.07.2023</u> Rehabilitation of Damaged Transit Plunch No. 1 at East Wharf.

A copy of B.R.No.490 (Item-VII) dated 27.07.2023, on the above subject is forwarded herewith for necessary action in anticipation of confirmation of minutes as resolved by the Board.

> Theni (v). Theni (v).

Encl: -

1. B.R.No.490 (Item-VII) dated 27.07.2023 2. (File No. E/CS-2(931) to General Manager (CW)

SECRETARY



B.R.No.490 (Item-VII) dated 27.07.2023

Report of the Board's Tender Committee Meeting of 06 07.2023.

VII <u>Rehabilitation of Damaged Transit Plinth No. 1 at East</u> Wharf.

The Board considered the matter regarding Rehabilitation of Damaged Transit Plinth No. 1 at East Wharf in the light of Executive Engineer (South)'s Note dated 25.05.2023 duly endorsed by Dy. Chief Engineer-I, Chief Engineer, General Manager (CW) and General Manager (F). The Board after examining the matter, sanctioned acceptance of the Most Advantageous Bid received from M/s. N. Hussain Engineering & Emp. Company (Pvt.) Ltd. of Rs.40,326,168.75 (Rupees Forty Million Three Hundred Twenty Six Thousand One Hundred Sixty Eight & Paisa Seventy Five, only) for the work "Rehabilitation Of Damaged Transit Plinth No. 1 At East Wharf".

The Board further resolved that action may be taken prior to confirmation of minutes.

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KARACI

KARACHI PORT TRUST CIVIL WORKS DIVISION



No: E/CS-2(931)/ Dated:

W/S. N. HUSSAIN ENGINEERING & EMP COMPANY (PVT) LTD. Viezzane No. 01 Plot No. 17/C, Commercial Street No. 02, Phase-V, Ext. Badar Commercial Arca, DHA, Karachi.

SUB: REHABILITATION OF DAMAGED TRANSIT PLINTH NO. 1 AT EAST WHARF.

Dear Sir,

- 1. On behalf of Board of Trustees of the Port of Karachi, hereinafter called as employer, I have the pleasure to inform you that, the Employer has accepted your bid received on dated 13-04-2023 at your bid amounting to Rs.40,326,168.75 (Rupees: Forty Million Three Hundred Twenty Six Thousand One Hundred Sixty Eight & Seventy Five Paisa Only) inclusive all taxes for REHABILITATION OF DAMAGED TRANSIT PLINTH NO. 1 AT EAST WHARF.
- 2. This letter constitutes the Letter of Acceptance (LOA), it is therefore advised to immediately convey your acceptance and acknowledgement of this letter to constitute the formation of the Contract, binding the Employer & the Contractor till the signing of the formal Contract Agreement.

REHABILITATION OF DAMAGED TRANSIT PLINTH NO. 1 AT EAST WHARF

- · Dismantling & Chiseling C.C.
- · Road Cutting with Machine.
- Supplying & Filling of Hub River Granular Base Course Material (Ghera)
- Providing Laying 1:2:4 C.C
- Providing & Laying SRC (City Pavers).
- Raising of Existing Fire Hydrant Chambers.
- UPVC Pipe Works.
- · Cleaning the Manholes, Drainage / Sewerage lines.
- 3. As per Clause IB 32.1 (GCC Clause 10.1) (Performance Security) within 28 days after the receipt of this Letter of Acceptance (LOA) your are obligated to furnish the an amount of 10% as Performance Security amounting to Rs. 4,032,650.00, (Rupees: Four Million Thirty Two Thousand Six Hundred Fifty Only) failure to fulfillment of said requirements, the Board of Trustees of the Karachi Port Trust shall be at liberty at their absolute discretion to appropriate your Bid Security Fixed as Rs.1.0 (M) either as agreed Liquidated Damages without any proof whatsoever of the extent of such damage or on account reserving to Board the right to recover from you any further loss or expanses to which they may have been put directly or indirectly by reason of any failure on your parts as aforesaid.

odil 0R0VE\South\.OA E-CS-2(931).docs/C-3



- As per Clause 47.1, Sub-Clauses of General Condition, if Contractor shall fail to complete the works within the time prescribed i.e. 04 months hereof, or extended time, the Contractor be pay to the KPT Board, Rs.46,130/- for each of delay in completion of the Project upto a maximum 10% of cost of Contract amount.
- 5. As per clause 20.3, the Contract Agreement has to be executed as per Forms of Agreement and may be sent wherewith requisite stamped with a special adhesive stamps of value as prescribed under the Law of Board of Revenue Government of Sindh (Original Receipt for the Stamps must be accompanied with the Agreements).
- 5. Please be reminded that the failure to comply the requirement of this letter (LOA) instruction of Tender or any conditions of accepted during Tender submission shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security under Clause IB 32.2.
- You are hereby requested to direct your authorized qualified Engineer having valid PEC registration to coordinate with Executive Engineer (South) for execution of all works as per Contract Agreement which includes Specifications and Bill of Quantities.
- 8. On fulfillment of above requirements the Work Order will be issued.
- 9. Kindly acknowledge receipt of this letter and acceptance thereof.
- 10. This letter is issued with the consent of Chief Engineer, KPT.



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day, August 09, 2023

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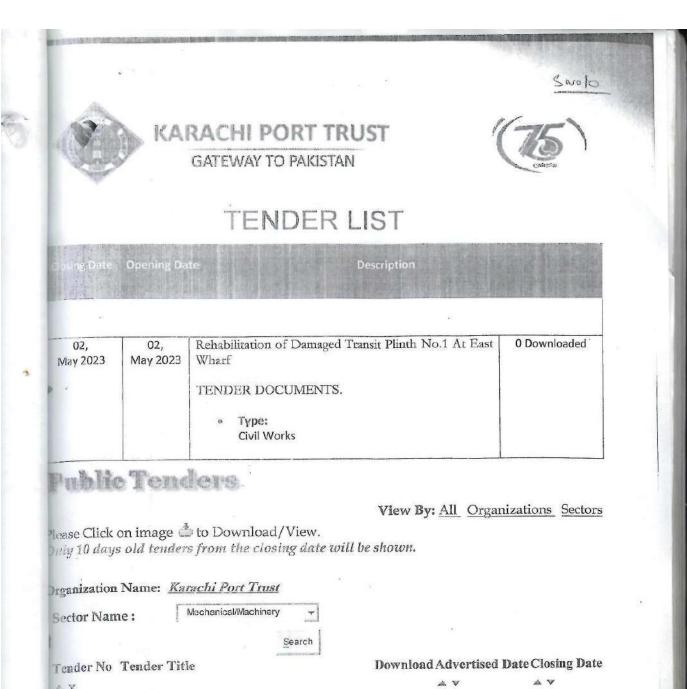
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Public Procurement Regulatory Authority

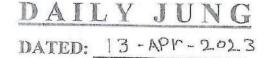
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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PAKISTAN)

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Karachi Port Trust, Karachi Rehabilitation of Damaged Transit Plinth No.1 At East Wharf TS508311E Rehabilitation of Damaged Transit Plinth No.1 At East Wharf N/A E/CS-2(931)/



كرايكى إور فطرس 75 باكتنان كأكيث دسه يم در شرايك متحرك در دش د الجنر KPT ك باب BRA را (2) الحد منظش ومناكان - جمركارى منم ركار كالح ادارون با كى مشيود معروف كالتدف ت بان جسترة مول دورة ذيل كامول كيلي فيتدرد داو ك جات ين - متعاقد شجر ثن ترجد با حال جد دلين وتحد والى فرم تجار دساديدات حاس كرعن الد المعاد دساديدات MONIA , IPPRA KPT كاوب ما من الالالال والإيران والما ا شيثرركى دصولى اور تحليز كام كانام اوراوجت Janibero أيتك وبارف مرائضان دور الزع بلعتر نبراك اعال كام بليادى طور يرمندرجة يل يرتشتل مدكا: O. C. C. ביקור אונג אושים 02-05-2023 といいの • مثين _ برك كالثانى · در ادر ار الدر الدر الدر المرال (عمر ا) كافرا اى اد ار ال 11:00 ل الم الم الم ال 11月の1月11:2:4CC · LUG فيؤرقين ۵ موجود الاتر بالتررنث جيمير اكواد مجاكرنا. -/5000/-: ۵ UPVC باب رزس ۵ مین مرود رین / میرو کار زر کا منال (5=10000) بد سير في ورو العن كالد والل والل المحل ب آرور ال جد اكاانش Tفير KPT_ (1) دلیسی رکھند دائے ایک دمندگان لازماً نیندر علنے کی عارج کر کاراً مدادر مرد جمیل کی 5-0ادر بالا س اليخارة وكود CE-10, ICE-01 ش ياكمتان الجيتر كالركول مدرم ومراد ال (2) فاایشد بیکش دیدگان MOMA ... الاPT / PPRA دید باش داند کرکش (ل) ادر نیار وشاويدات الذاكر على إلى مشرو اليفرد في راتى -5000 دو بد (٢ تامل والى) اوركام كى بأسكور في بو 1.0 (طین) رو به قار (تالی دانو) به المكل بد آرورد بحق بیف اكارن آفیر KPT فیلد دی ٦٤- ٢٠ وقت ميكل كرما تعديدا كان الفاف عراق كرا جا-٤-ונור שאימנשענט לושאיט ליוו (ا. ۷)-تازه ژین کالی کارا به NTN مرتشش کی کالی- (لی)- آن الک علی دری کاشش كال(ATL) كالدوكال) - (ى) - اب اللا من بدقال ان كالح KPT " بالم مرجد صد رب الدر (ال) - كارة م PEC، مريش مرينكيت - (ال) - ملف نام كرف محداكم كل ش بال داد والل ب فدانا کما آرانا تزیش کا جامب سے بلیک احل ب - (ایف) - (i) کینٹر اور فرمز کا صورت میں کر شد: تمن برس كيلية وعدهاليال الميند وفراجم كرف مون كريس مي كم الاكم المسافران الدور 20.0 ملين رويد عاجر کی می اس (ii) افرادا میل برد برانزد کی مورت میں FBR یک باس می کرایے گے کر شویتی برموں کے لیکن ریزوندس می ادسار پر 20 ملین در بریکا کو از کو اور دادا برایا کی اس در کا) یا یکھن دو سراکوالیے کا

- Jaulle

DNI.

چيفانجينئر KPT هيڌآنس بلڌنگ ايڌاجي ڏنشاروڏ کراچي:74000 ⁻ UAN 111-KPT-III فون14318 فيكس299214329 فيك

PUD(K)No.2912/12

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