

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)

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

➤ NAME OF THE ORGANIZATION / <u>Karachi Port Trust / Civil Works Division</u>

DEPARTMENT.

➤ FEDERAL / PROVINCIAL GOVT. Federal Govt. (KPT Board of Trustees)

> TITLE OF CONTRACT DEMOLITION OF PILOT PIER AT MANORA.

> TENDER NUMBER TS504378E Dated 14-03-2023

➤ BRIEF DESCRIPTION OF CONTRACT:

The Pilot Pier at Manora was constructed over 40 years ago and life of structure at shore line, as assessed by the Expert Consultant Civil Engineers, will normally be 25-30 years. The Pilot Pier is in extreme dilapidated condition and is beyond economical repair due to weather condition viz. severe spalling of concrete/exposure of reinforcement, which can be seen by naked eye, has further deteriorated the strength of the structural components of Piers significantly. It is essential to point out here that extensive repair to Pilot Pier was carried out in 2003, but considering the present state of pier, further maintenance to structure would be loss of funds as the old concrete would not be compatible with new concrete and resultantly its required results could not be achieved.

➤ TENDER VALUE Cost of Work Rs. 949,200.00

Cost of Salvaged Material Rs.5,030,000.00

➤ ENGINEER'S ESTIMATE Cost of Work Rs. 771,225.00

(for civil Works only) Cost of Salvaged Material Rs.5,000,000.00

> ESTIMATED COMPLETION PERIOD. 120 Days

➤ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

NO

>	Advertisement:	Yes	No
	i) PPRA Website (Federal Agencies)	√	
	(If yes, give date and PPRA's tender number)		
	 Dated: 15-01-2022 PPRA No. TS470148E 		
	ii) News Papers	Yes	No
	(If yes, give names of newspapers and dates)	165	INO
	(ii yes, give names of newspapers and dates)		
			✓
>	TENDER OPENED ON (DATE & TIME)		4-03-2023
		at	1100 Hrs.
>	NATURE OF PURCHASE	Local	Int.
	Enecutive Engineer (W)		
	Engineering Department	✓	
	Earned Pari Tristi		

>	EXTENSION IN DUE DATE (If any)		Yes	No
				✓
λ		Not Known Uploaded Websites	on PPR	A / KP T
>	WHETHER QUALIFICATION CRITERIA BIDDING/TENDER DOCUMENTS (If yes enclose a co		Yes Yes	No
	Dibbline, 12. (Dibbline) (if yes enclose wes	PJ).	✓	
7	WHETHER BID EVALUATION CRITERIAWAS II TENDER DOCUMENTS (If yes enclose a copy).	NCLUDED IN BIDDING	/ Yes	No
A	TENDER DOCUMENTS (if yes enclose a copy).		✓	
A	WHICH METHOD OF PROCUREMENT WAS USED:	- (Tick one)		,
	a) SINGLE STAGE - ONE ENVELOPE PROCEDUR	RE	_	✓
	b) SINGLE STAGE - TWO ENVELOPE PROCEDUR	RE	_	-
	c) TWO STAGE BIDDING PROCEDURE			-
	d) TWO STAGE - TWO ENVELOPE BIDDING PRO	OCEDURE		-
A	PLEASE SPECIFY IF ANY OTHER METHOD (ADOPTED WITH BRIEF REASONS (i.e. CONTRACTING, NEGOTIATED TENDERING ETC.)	OF PROCUREMENT WA EMERGENCY, DIREC		N/A
>	WHO IS THE APPROVING AUTHORITY		KPT B	oard Approval
>	WHETHER APPROVAL OF COMPETENT OBTAINED FOR USING A METHOD OTHER TH	T AUTHORITY WA	-	No
	BIDDING.	IAN OILN COMETITIVE		✓
>	NUMBER OF BIDS RECEIVED		Two I	Bids Received
>	WHETHER THE SUCCESSFUL BIDDER WAS LOWE	EST BIDDER	Yes	No
			√	
			Two I	Bids Received
>	WHETHER INTEGRITY PACT WAS SIGNED		Yes	No
		Charles and the same of the sa		✓



PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

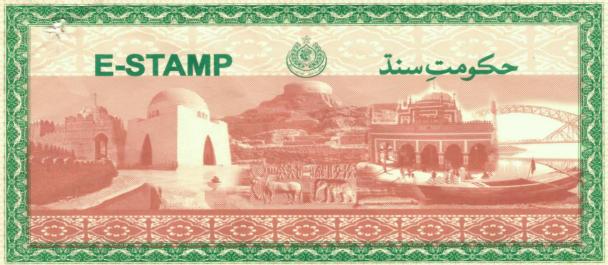
(As Per Rule-47 of PP Rules, 2004)

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	Two (02) Nos.
V	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Patel Construction Co. 622, P.I.B/Colony Karachi Mob:0343-2309512
V	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID)	1 st Evaluation Bid
A	NEED ANALYSIS only the procurement was necessary?)	KPT Authorities is committed to Provide Demolition of Pilot Pier at Manora of existing infrastructure
V	IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)	N/A
A	WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	YES
A	DATE OF CONTRACT SIGNING (Attach a copy of agreement)	Dated:16-08-2023
A	CONTRACT AWARD PRICE	Cost of Work Rs. 949,200.00 Cost of Salvaged Material Rs.5,030,000.00
V	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>EV50900</u>
V	ANY COMPLAINTS RECEIVED (If yes result thereof)	NO
Α	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS (If yes give details)	NO
A	DEVIATION FROM QUALIFICATION CRITERIA (If yes give details)	NO
\	SPECIAL CONDITIONS, IF Any (Give Brief Description)	N/A





NBP-0002-2306190002548747

GoS-KHI-BCC755497E35EAFD

Non-Judicial

Description Principal

Contractor

Applicant Stamp Duty Paid by

Issue Date

Paid Through Challan Amount in Words

: Contract - 15(a)

: M/s Patel Construction Co, [18493033]

: M/s Patel Construction Co, [18493033]

: Abdul Razzak [42201-0535019-9] : M/s Patel Construction Co, [18493033]

: 19-Jun-2023, 01:09:00 PM

: 202361D0DCE8ACE8

: Three Thousand Three Hundred and Twenty Three Rupees Only

PATH CONSTRUCTION CH

Proprietor

Please Write Below This Line

Rs 3,323/-

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "agreement") made on the 2023 between Karachi Port Trust (hereinafter called the "employer") of the one part and M/s. Patel Construction Co, of 622, A, P.I.B Colony Karachi-5. (hereinafter called the "contractor") of the other part.

WHEREAS the Employer is desirous that certain Work, viz: - DEMOLITION OF PILOT PIER AT MANORA." at the quoted rates and the margined down price of Rs.949,200.00 (Rupees Nine Hundred Forty Nine Thousand Two Hundred Only) sanctioned "Vide B.R No. 439 (Item-XI) Dated:04-05-2023, 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. 500,000.00 (Rupees: Five Hundred Thousand only) as Performance Security as per Clause No. IB.21 Clause No. 4.4 of Contract Data vide KPT Challan No. 2206230152 Dated 22 Jun 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.

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 Bid alongwith Schedules to Bid:
- d. Conditions of Contract & Contract data;
- e. The priced Schedule of Prices;
- f. The Specifications:
- g. The Drawings
- h. Relevant Correspondence (any other)





- * WHEREAS the Employer is desirous that certain Work, viz: DEMOLITION OF PILOT PIER AT Mind Indiana and the margined down price of Rs.949,200.00 (Rupees Nine Hundred Forty-Nine Thousand Two Hundred Only) and Rs.5,030,000.00 (Rupees Five Million Thirty Thousand Two Hundred Only) to be received for the Contractor as the Cost of Salvaged Materials sanctioned "Vide B.R No. 439 (Item-XI) Dated:04-05-2023,
- 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 remedy defects therein in conformity and in all respects with the provision of the contract.
- 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

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

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

EXECUTIVE ENGINEER. KARACHI PORT TRUST.

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

neral Manager (Civil Works) Rarachi Port Trust KARACHI

And

Signed and Delivered by the with named Contractor M/s. Patel Construction Co. Through their Proprietor Mr. Abdul Razzak.

Signed by

In the presence of

Contractor

Mr. Abdul Razzak Proprietor CNIC # 42201-05355019-9

Witness

1) Mr. Saeed Akram

CNIC. # 42201-7423785-7

2) Mr. Samiullah

CNIC. # 42401-9205801-7



KARACHI PORT TRUST

Gateway to Pakistan

A Great Heritage - A Vibrant Future TENDER NOTICE

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عزم عالى شان شادرهنے پاکستان

Tenders are invited by the Chief Engineer KPT, under PPRA Rule 36 (a) from Bidders i-e single stage Single envelope. All interested Firms who possess experience in the relevant field may obtain the tender documents available on the downloaded version at KPT, PPRA & Ministry of Maritime Affairs Websites.:-

SUB:-

DEMOLITION OF PILOT PIER AT MANORA.

Cost of Tender documents.

Rs. 1,125/- per Set

(Non refundable)

Last date & time for receipt of Tenders.

14-03-2023

10.30 Hours

Date & time of opening of tender

14-03-2023

11.00 Hours

The interested Bidder, are required to submit the following documents:-

- a Copy of NTN & S.R.B Certificate.
- b Online Tax verification.
- c. Valid P.E.C (original will be seen at the time of opening of the bid).
- d. In case of companies and firms, last three years Audited financial Statements are to be provided showing minimum average turnover of Rs.500,00/-
- In case of individuals/ Sole Proprietors, last three years tax returns filed with FBR are to be provided showing minimum turnover of Rs. 500,000/- on average for the three years.
- The detail TOR is given in Bidding Documents, published on PPRA / KPT Website, bidder must ensure all the prerequisite before submission of bid.
- 3. The Intending bidders must be registered with Pakistan Engineering Council in Category C-6 or above having specialization in CE-04 and CE-10 category and above valid on the date of opening of Tender
- The Intending Bidders may visit KPT and PPRA Websites for any queries.
 - The Prescribed Tender Fees amounting to Rs. 1,125.00 (Non Refundable) and Bid Security of the work is Rs.300,000.00 of the bid amount (refundable) which will be submitted in a separate envelope & alongwith the Bid at the time of submission of tender in Shape of pay Order, in favor of Chief Account Officer KPT.
- KPT may reject all Bids or Proposals at any time prior to the acceptance of the 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.

No.E/CW-1(588)/2023 Dated:27-03-2023

CHIEF ENGINEER

KPT Head Office Building.
Eduljce 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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Engineering Department
Encould Fors Trust



PATIL CONSTRUCTION CE.



Date:
Bid Reference No.:

The Employer, Karachi Port Trust, invites sealed bids from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category and duly qualified with the Employer for the Works, Demolition of Pilot Pier at Manora, which will be completed in 120 days.

- A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission
 of a written application to the office given below and upon payment of a non-refundable fee of Rupees
 1125. Bidders may download the Bidding Documents from KPT, MoMA and PPRA websites or
 acquire from the Office of the Employer, at Chief Engineer 's Office 2 nd Floor KPT Head Office,
 Eduljee Dinshaw Road Karachi...
- 2. All bids must be accompanied by a Bid Security in the amount of Rs. 300,000 (Rupees Threee Hundred Thousand Only) and must be delivered to Chief Engineer 's Office 2nd Floor KPT Head Office, Eduljee Dinshaw Road Karachi at or before 1100 hours, on 14-03-2023. Bids will be opened at 1130 hours on the same day in the presence of bidders' representatives who choose to attend, at the same address.

[Note: 1. The Employer to enter the requisite information in blank spaces.

2. The bid shall be opened at least thirty minutes after the deadline for submission of bids.]



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INSTRUCTIONS TO BIDDERS

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BIDDING DATA

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Engineering Department
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INSTRUCTIONS TO BIDDERS

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

GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Employer has arranged funds from its own sources.

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
 - duly licensed by the Pakistan Engineering Council (PEC) in category C-6 or above having specialization in CE-04 and CE-10 category.
 - Valid NTN, SNTN and GST with active ATL status from FBR. b)
 - Undertaking that the firm is not blacklisted from any organization and not declared defaulter from FBR.

Cost of Bidding IB.3

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.

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B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1. Instructions to Bidders & Bidding Data
 - Form of Bid & Schedules to Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (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

1B.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

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IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
 - (a) Covering Letter
 - (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 IB14.3.
 - (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

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.





IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

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 or an insurance company having alteast 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.

- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.





- 13.5 The Bid Security may be forfeited:
 - (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 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 authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

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D. SUBMISSION OF BID

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

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

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, 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.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.



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- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause
- 16.8 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.
- 16.8 Evaluated Bid Price
 In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid
 Price, the following factors (adjustments) in the manner and to the extent indicated below to
 determine the Evaluated Bid Price:
 - (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
 - (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
 - (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
 - (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- 16.9 Evaluation Methods

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

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

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

(iii) Price Adjustment for Deviation in Terms of Payments Refer to Bidding Data

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

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F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Employer's Right

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

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

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BIDDING DATA

(This section should be filled in by the Engineer/Employer before issuance of the Bidding Documents. 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.)

Instructions to Bidders Clause Reference

1.1 Name of Employer:

Karachi Port Trust (KPT)

Brief Description of Works

The Pilot Pier Manora was constructed over 40 years ago and is in extremely dilapidated condition and beyond economical repair due to harsh weather conditions. Therefore KPT intends to invite tenders for the following works:

- Dismantling C.C/R.C.C Structure of Pier including cutting of existing detrioratede piles from sea bed.
- 5.1 (a) Employer's address:

Karachi Port Trust Head Office Building, Eduljee Dinshaw Road, M.A Jinnah Road Karachi Ph#021-99214318

(b) Engineer's address:

The Chief Engineer, KPT 2nd Floor KPT Head Office Building, Eduljee Dinshaw Road, M.A Jinnah Road Karachi. Ph#:021-99214318

- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder/manufacturer has the financial, technical and production capability necessary to perform the Contract as follows:
 - duly licensed by the Pakistan Engineering Council (PEC) in category C-6 or above having specialization in CE-04 and CE-10 category.
 - b) Valid NTN, SNTN and GST with active ATL status from FBR.
 - Undertaking that the firm is not blacklisted from any organization and not declared defaulter from FBR.
 - d) Having completed/ongoing at least 02 sizeable demolition projects of worth Rs. 4.0 (M) (salvage cost) related to Port related Structures in last 10 years.
- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
 - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate

clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.



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1B.21 Performance Security

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

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedulc-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.

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13.1 Amount of Bid Security

The clause is deleted in its entity and read as follows:

The bidder must submit a bid security of Rs. 300,000/- in form of Pay Order, in favour of Cheif Accounts Officer KPT.

14.1 Period of Bid Validity

The bid shall remain valid for a period of 180 days only.

14.4 Number of Copies of the Bid to be Submitted

One original

14.6 (a) Employer's Address for the Purpose of Bid Submission

The Chief Engineer, KPT 2nd Floor KPT Head Office Building, Eduljee Dinshaw Road, M.A Jinnah Road Karachi. Ph#:021-99214318

15.1 Deadline for Submission of Bids

10:30 AM on 14-03-2023.

16.1 Venue, Time, and Date of Bid Opening

Venue: Committee Room of Chief Engineer, 2nd Floor KPT Head Office.

Time:

11:00 A.M

Date:

14-03-2023.

16.4 Responsiveness of Bids

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iii) completion period offered is within specified limits,
- (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) the Bid does not deviate from basic technical requirements and
- (vi) the Bids are generally in order, etc.

16.3 Clarification

The clause is deleted in its entirety.

16.9 Price Adjustment:

The clause is deleted in its entirety.

21.1 Performance Security:

The successful bidder shall furnish an amount of Rs 500,000/- as the performance security to the Employer a Performance Security in the form within a period of fourteen (14) days after the receipt of Letter of Acceptance

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FORM OF BID AND SCHEDULES TO BID

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(LETTER OF OFFER) Bid Reference No. Demolition (Name of Works) To: aineev 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 Patel Construction Colony Kovachi 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 for Total Bid Price Rs 5030,000 5 Millions Thirty Thougal) or such other sum as may (Rupees 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 300,0006 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 180 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. Unless and until a formal Agreement is prepared and executed, this Bid, together with your 6. written acceptance thereof, shall constitute a binding contract between us. We undertake, if our Bid is accepted, to execute the Performance Security 7. referred to in Conditions of Contract for the due performance of the Contract.

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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 9. arrangement with any other person or persons making a bid for the Works. day of 14 March , 2023 Signature duly authorized to sign bid for and on behalf of in the capacity of KAZZAQ ABBOIL (Name of Bidder in Block Capitals) Address Patel Construction Co. 622 P.I. Witness: (Signature) Colony Karachi PATIL CONSTRUCTION CO Prignal Payorder Enclosed. P.O. NO. 08061237 D+13/3/23 Rs. 1125/-P.O. NO. 08061240 D+13/3/23 Rs. 300,000/=

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

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SCHEDULE - A TO BID

BILL OF QUANTITIES

SCHEDULE - B TO BID

S.No.	Attribute	Criteria
a) Experie	ence MacWilliam Interpret Character	Helpford Lebens
1.	Having completed/ongoing atleast 02 sizeable demolition projects of worth 4.0 (M) (salvage Cost) related to Civil Works in last 10 years.	Mandatory
b) Personi	nel Capability	
1.	Site Engineer Minimum BE Civil having an Experience of atleast 10 years	Mandatory
2.	Site Supervisor Minimum DAE Civil having an Experience of atleast 15 years	



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SCHEDULE - C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

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

Items of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed (attach evidence)



Note:

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

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SCHEDULE - D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of demolition work items by which he proposes to complete the demolition 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 demolition Works including the activities like methodology / sequence of demolition works to be carried out, arrangement of skilled manpower, Mechanical equipments and their usage, floating barges, and divers required for the purpose of capturing pictures and recording videos of the demolished structure under water.

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SCHEDULE - E TO BID

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the demolition 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 demolition Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of machinery, tools and plants, floating barges and vehicles proposed to be used in delivering/carrying out the demolition 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 demolition Works to be done under the Contract.

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SCHEDULE - F TO BID

(INTEGRITY PACT)

PAYABLE BY THE SUPPLI	, COMMISSION AND BROKERAGE ETC. IERS OF GOODS, SERVICES & WORKS IN ITH RS. 10.00 MILLION OR MORE	ı
Contract No Da	ted	
Contract Value:		
Contract Title:		
induced the procurement of any co from Government of Pakistan (GoF	me of Supplier] hereby declares that it has no ntract, right, interest, privilege or other obligate or any administrative subdivision or agency to GoP through any corrupt business practice.	tion or benefit
directly or indirectly through any associate, broker, consultant, directly commission, gratification, bribe, fir otherwise, with the object of obtain	or agree to give to anyone within or outside I or natural modical person, including its attractor, promoter, shareholder, sponsor or surfacer's fee and ckback, whether described as consining or indicating the procurement of a contract, effit in whatsoever form from GoP, except that we	Pakistan either ffiliate, agent, absidiary, any sultation fee or right, interest,
arrangements with all persons in res	has made will make full disclosure of all a pect of or to to the transaction with GoP and ction to circumvent the above declaration, rep	d has not taken
not making full disclosure, misrepre of this declaration, representation an or other obligation or benefit obtained	consibility and trict liability for making any fall esenting as aking any action likely to defe d warranty. It agrees that any contract, right, into the door procured as aforesaid shall, without prejudic under any law, contract or other instrument, be	eat the purpose erest, privilege ce to any other
agrees to indemnify GoP for any lo practices and further pay compensat commission, gratification, bribe, fin	medies exercised by GoP in this regard, [names or damage incurred by it on account of its color to GoP in an amount equivalent to ten time to der's fee or kickback given by [name of Supplied in the procurement of any contract, right, into the tenth of the procurement of the proc	orrupt business the sum of any er] as aforesaid
Name of Buyer:	Name of Seller/Supplier:	Das
Signature:	Signature:	Reacutive Engineer

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KARACHI PORT TRUST

GATEWAY TO PAKISTAN



TENDER LIST

Closing Date	Opening Da	te Description
14, Mar 2023	14 , Mar 2023	DEMOLITION OF PILOT PIER AT 10 Downloaded MANORA
		TENDER DOCUMENTS.
		• Type: Civil Works

Public Tenders

View By: All Organizations Sectors

Please Click on image $\stackrel{\text{def}}{=}$ to Download/View. Only 10 days old tenders from the closing date will be shown.

Organization Name: Karachi Port Trust

Sector Name:

Mechanical/Machinery

Search

Tender No Tender Title

Download Advertised Date Closing Date

Karachi Port Trust, Karachi

DEMOLITION OF PILOT PIER AT MANORA

TS504378E DEMOLITION OF PILOT PIER AT MANORA

No. E/CW-1(588)/2023

28/2/2023

14/3/2023 10:30:00 AM



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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PAKISTAN)

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Downloads (SRO, Minnuais, Forms)	EV50975	Room E/N-2(71)/		17/5/2023			
Active Black Listed Firms		TS504644E Karachi Port Trust					
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Thick Listed Firms	EV50901	Construction of Two Number Sitting Rooms	幽	15/5/2023			
Procurement Planning		E/CW-2(583)/ TS500170E					
Evaluation Results		Karachi Port Trust					
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Contracts	EV50900	Demolition of Pilot Pire	TOTAL	15/5/2023			
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Misc. Laws and		Final Evaluation	, fee				
Acts Tander Guidelines	EV50899	Major Rehabilitation/Replacement of Water E/CW-28(1390)/	凹	15/5/2023			
Contact Us		TS501655E					
		Karachi Port Trust					
	EV50898	Final Evaluation Cleaning of Underground and Overhead E/CW-28(1392)/ TS503137E	الفا	15/5/2023			
Only For PPRA		Karachi Port Trust					
employees		Final Evaluation	1 40				
	EV50897	Refurbishment of 8 Dia M.S Fresh E/CW-28(1394)/ TS501771E	(A)	15/5/2023			
		Karachi Port Trust					
		Final Evaluation	3.2				
	EV50654	Maintenance and Repair to Sacred,,,, E/CS-2(612)/ TS487814E	幽	5/5/2023			
		Karachi Port Trust					
		Final Evaluation	197.7				
	EV50653	Repairs/Maintenance of Port Safety E/CS-2(895)/ TS501306E Karachi Port Trust		5/5/2023			

Technical Evaluation

E/CS-2(792)/ TS505055E Karachi Port Trust

Rehabilitation of Oil Pier....

EV50529



PATIL CONSTRUCTION OF

2/5/2023