### DAILY THE NEWS DATED: 25-01-2025



- Tender is invited under rule 36 (b) of PPRA 2004 (amended). The complete detail, scope of work, technical evaluation criteria and other terms and conditions, instructions are given in the tender documents.
- Trinder Jacuments can be purchased from the cifice of the Manager Procurement on written request on firm's letter head against non-rejundable documents fee of Rs. 2000/to be draposited in the Habib Pank Ltd, KPT Branch, Karechi for which challan may be obtained from his office or submission of pay order to be drawn in favour of Chief Accounts Officer, KPT Karachi. No tender will be issued on the opening date of the tenders. Tender documents will only be issued to those firms who provide General Sales Tax Registration, NTN Certificates & copy of CNIC of the bearer with the request letter. Tender document can also be downloaded free of cost from KPT website, www.kpt.gov.pk.
- The Tenders should be sealed in one single envelope containing financial proposal and technical proposal (If any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document. Bids will be opened on same day in presence of bidder's representative who wishes to attend. Offers must be valid for 90 days from the date of opening of tenders.
- Karachi Port Trust may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The reason for rejection shall be communicated as per PPRA Rules.
- For further information please visit websites www.kpt.gov.pk / vrww.ppra.org.pk



1251



#### Tender No. ADVT-2425-05

#### TENDER FOR PROCUREMENT OF PAINTS AND ALLIED MATERIAL FOR THE PERIOD OF ONE YEAR

- (1) Tender Notice
- (2) Instruction to Tenderers
- (3) The Tender
- (4) Standard Conditions of Contract for supply of Stores
- (5) Schedule of Requirement
- (6) Technical Evaluation Criteria
- (7) Integrity Pact
- (8) Declaration of Ultimate Beneficial Owners Information
- (9) Performa relating to Composition and Particulars of the tendering Firm
- (10) Performa of Bank Guarantee
- (11) PPRA 36-B

The complete set of this Tender document, duly filled in, must be delivered at the office of the Manager Procurement, KarachiPort Trust before 10:30 hours on 19-Feb-2025 in a sealed cover super scribed envelope.

Details of the bidder;

Name: M	/s	 	 
Address:			

<b>Telephone No.</b>	 
Email address	 

Contact person \_\_\_\_\_

Manager Procurement Karachi Port Trust

Note:

1. Each page must be signed and stamped by the firm



#### **TENDER NOTICE**

1. Tender is invited for **Procurement of Paints and Allied Material fortheperiod of one year**, on Ex Stock/Forwarded delivery basis for free delivery at Central Stores Depot, West Wharf KPT. Complete details of the requirements, terms and instructions and technical evaluation criteria to the tenders are given in the Tender documents.

2. Tender documents can be collected from the office of the Manager Procurementon written request on the letter head of the party against non-refundable amount of <u>Rs.2000/-</u> to be deposited in Habib Bank Ltd, KPT Branch, Karachi for which challan may be obtained from his office against pay order to be issued in favour of Chief Accounts Officer, KPT Karachi. No tender will be issued on the opening date of the tender.

2.1. Tender documents can also be downloaded free of cost from KPT & PPRA websites, <u>www.kpt.gov.pk</u>, <u>www.ppra.org</u>. The participating firms are requested to submit General Sales Tax Registration & NTN Certificates along-with latest Active Taxpayer List (ATL) certificate. Local firms not registered with the FBR for Sales Tax & Income Tax will not be entertained.

3. Tenderers should deposit the requisite amount of earnest money as specified in the tender documents either in cash for which challan may be obtained from his office before the opening of the tender, or by pay order to be drawn in favour of the Chief Accounts Officer KPT Karachi or Bank Guarantee as per KPT standard Performa and furnish as under:-

- 1. Pay order should accompany the technical offer.
- 2. Bank Guarantee should accompany the technical offer.
- 3. Tender shall not be considered if received without the requisite amount of earnest money.

4. The Tenderers whose tender is approved in whole or in part will deposit security money @ **5% of tendered valuewithin 14 days** of the acceptance of the tender and if he fails to do so the Earnest money deposit shall be confiscated.

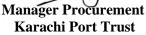
5. The complete set of tender documents in sealed covers super scripted on envelops the name of the tender to be addressed to the Manager Procurement KPT should be deposited in **Sealed TenderBox** before **10:30** AM or sent by registered post with acknowledgement due so as to reach the undersigned not later than **11:00** AM on

#### 19-Feb-2025

6. The Tender shall be **opened at 11:00 AM** in presence of such tenderer or their authorized representative who care to be present.

7. Karachi Port Trust may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The reason for rejection shall be communicated as per **PPRA Rules**.

8. Offers must remain open for acceptance for <u>90 days</u> from the date of opening of tender.





#### INSTRUCTIONS TO TENDERERS AND TERMS AND CONDITIONS OF THE TENDER

#### 1. <u>SUBMISSION OF TENDER</u>:

i. Tenderers should examine carefully the terms and conditions of the tender, the standard conditions of contract for supply of Stores, the specifications and schedule. They should obtain at their own expense any information that may be necessary for submission of the Tender.

ii. The tender must be addressed to the Manager ProcurementKPT Karachi placed in a cover duly sealed and superscripted with the words Tender No.ADVT-2425-05 for Procurement of Paints and Allied Material for the period of one year.

iii. The tender must be sent by registered post or deposited in person in the Tender Box kept for this purpose in the office of the **Manager Procurement KPT**, so as to reach him by**1030 hours** on the date of opening mentioned in the tender documents / in the bulletin. The tender will be opened at **1100 hours**in presence of the tenderers or of their authorized representative, who care to be present. Tender, if received after the stipulated time will not be considered.

iv. A complete set of tender documents with one copy of the schedule duly completed, signed and stamped with rubber stamp of the firm must be deposited in the sealed tender box up 1030 hours on the date. The second copy of the schedule may be retained by the tenderers for record.

#### 2. <u>EARNEST MONEY DEPOSIT:-</u>

a) At the time of tender, it is requested to submit a Pay Order amounting to **Rs. 920,000/-**in the name of **Chief Accounts Officer KPT**, as earnest money deposit with the technical bid in the following manner;

- i) Payment may be made by pay order issued by scheduled bank which must accompany the tender submitted by the firm.
- ii) Payment may also be made by cash for which the intending Tenderers shall have to obtain a set of challan from the office of the Manager Procurement KPT and deposit the amount into Habib Bank Limited KPT Branch Karachi before the time and date fixed for depositing the tender.
- b). Bank Guarantees of banks located in Karachi in respect earnest money deposit will be accepted, KPT standard proforma of Bank guarantee attached.
- c). Earnest money of all unsuccessful Tenderers will be refunded without any interest after the tenders have been finally decided by the Competent Authority.
- d). Earnest money deposits of successful Tenderers shall be retained until such time security deposit under clause 3 of the "Standard Conditions of contract for supply of Stores" has been lodged.
- e). Tenderer can withdraw their tender before its opening, in case, he backs out after acceptance, their earnest money shall be forfeited.



#### 3. <u>FURNISHING OF INFORMATION BY THE TENDERER/S.</u>

- a). Tenderers must produce evidence, with their tender that they have experience and are fully capable of carrying out work of this class and magnitude.
- b). Tenderers are required to submit a certificate copy of the Partnership Deed of their concern in which the names & addresses of the partners and Directors of the Firm should be given and full particulars and composition of their firm should be furnished with the Tender in proforma "B" enclosed without which tenders will not be considered.

#### 4. <u>FURNISHING OF SAMPLES / DETAILED SPECIFICATIONS / LITERATURE ETC. IN RESPECT OF</u> <u>MATERIAL OFFERED.</u>

- a). Sample marked and labeled with tenderer's name, tender no. & date, so as to correspond with the items, in the Tender, to be sent to reach the Manager Procurement on or before the opening time and date of the Tenders.
- b). When samples are not required, the material supplied shall have to be best quality and workmanship and free from defects, imperfection, image etc. and shall conform in the respects to the description and specification, stipulated in the Tender.
- c). In no case the existing columns of the tender form as well as titles / heading of the columns and other particulars be altered. In case, the intending tenderers wish to furnish any remarks or to impose any conditions of their own, the same should be mentioned in the Remarks column. Failure to follow these instructions will render the tenders invalid for consideration.
- d). Under no conditions, samples will be paid. All samples will be returned on request to be made by the suppliers. Sample consumed in test will, however not be returned.

#### 5. <u>ENTERING THE RATES IN THE SCHEDULE</u>: -

- a). Tenderers are to exercise greatest care in entering their rates in the schedule, No request for corrections of any mistakes or for revision of rates shall be entertained after tenders have received and opened.
- b). Tenderers are required to quote for material on **F.O.R. Basis** and for free delivery alongside designated locations on eastorwestwharves, Karachi Port Trust. The rates quoted should be net and inclusive of Tax octroi and all other taxes, fee, charges levies and dues etc. Tenderers stipulating rates subject to certain percentages of discount will not be considered.
- c). Rates against each items must be filled in figures as well as in words. Should either the figures or the words be omitted or should there be any difference, between the same, the tender shall not be considered.
- d). Any erasures and over-writing by the tenderers, will render the tender liable to rejection. Corrections if any must be made by striking out the errors and entering and signing in full the corrections in ink, by the same person, who has signed the tender.

#### 6. <u>SIGNATURE OF THE TERNDERER AND FIRMS RUBBER STAMP</u>: -

All tenders submitted must be signed only by a partner or other person authorized to do so, on their behalf and should bear rubber stamp of the firm.

#### 7. ACCEPTANCE OR REJECTION OF THE TENDER: -

- a). Tenderer will be required to conform strictly to all the terms and conditions stipulated in the tender. <u>Tender will not be considered unless both the "The Tender" and the Schedule of "Requirement" are</u> <u>signed and rubber stamped and are not Trust form.</u>
- b). No alteration or interpolation should usually be made by the Tenderers in the tender conditions of this tender specifications or the schedule. The tenderer should clearly understand that make any such alteration or interpolation then their tenders may at the discretion of the Karachi Port Trust be reject either in whole or in part without assigning any reasons.
- c). The Board of Trustees / Chairman or any other Officer or the Karachi Port Trust authorized in this behalf reserve to themselves the right to reject the lowest or any tender, without assigning any reason or to accept any tender in part or in whole, at their sole discretion.
- d). Rates should be quoted on item wise basis. The tenderers shall be bound to accept orders on item wise basis. Tenderers contravening this condition shall be liable to be is disregarded.

#### 8. <u>SECURITY DEPOSIT</u>: -

- a). Tenderers whose tenders are approved in whole or in part shall have to lodge a security deposit of 5% of material for which their tender has been accepted within 14 days of acceptance of the Tender and if they fail to do so, their earnest money deposited shall be forfeited.
- b). It will be optional for the successful tenderers to pay the security deposit to the Karachi Port Trust either wholly in cash or wholly by pay order. If payment is made by each, they shall be required to deposit the same in to Habib Bank Ltd, Karachi Port Trust Branch against a set of challan forms which would be obtained from the office of the Manager Procurement, KPT.
- c). Bank Guarantee towards security deposit shall not be accepted.
- d). Deposit in connection with the tender or contract will be lodged and receipts granted in favour of bidders or contractors, as the case may be not in the name of person who lodged the deposit on their behalf.
- e). Tenderers must specify strictly whether in the event of the contract being placed with them, the security deposit will be tendered in cash or by pay order.
- f). The security deposit lodged against the contract will be held until the satisfactory completion of the whole supply and will be forfeited at the discretion of the Board in case of failure to fulfill all or any of the conditions of the contract, in respective of and without prejudice to any other remedy for such failure which the Board may seek under the terms and conditions of the contract.





#### 9. <u>EXECUTION OF AGREEMENT</u>: -

- a). The successful tenderers shall require to enter into an agreement with the Karachi Port Trust within 14 days from the receipt of acceptance letter from K.P.T.
- b). In the event of the successful tenderer failing to execute the Agreement within the specified period the Karachi Port Trust shall without prejudice to its right to forfeit the earnest money, be at liberty to re-invite tenders at the risk as to cost and consequences of the successful tenderer.
- 10. The successful Tenderers / Bidders shall provide a certificate (called Integrity Pact) at the time of supply / order, worth to **Rs.10 Million** or more as per format.

#### 11. **VALIDITY OF OFFER: -**

Offer must remain open for acceptance up to 90 days from the date of opening of tender

SIGNATURE OF THE TENDERERS WITH RUBBER STAMP OF THE FIRM



#### THE TENDER

#### **Description of Stores:**

#### PROCUREMENT OF PAINTS AND ALLIED MATERIAL FOR THE PERIOD OF ONE YEAR

The Manager Procurement, Karachi Port Trust, Karachi.

1. I/We having made myself/ourselves fully acquainted with the requirement of the Karachi Port Trust, as detailed in the Tender Notice, instructions to Tenderers, Tender form, standard Conditions of contract for supply of stores, specification and the schedule, offer to supply the material mentioned by me/ us in the schedule at the shown by me/us therein.

2. I/We agree that this offer is irrevocable until <u>90 days</u> from the date of opening of Tender.

3. I/We further agree, in the event of this tender being accepted wholly or in part. To pay the cost the stamp on the relevant contract agreement form and undertake duly to execute the same and make the Security deposit mentioned in clause 3 of the attached standard conditions of contract for supply of Stores within 14 days when called upon to do so.

4. I/we agree that, should I/We withdraw the offer within the aforesaid period or fail to execute the formal Contract Agreement and or make the required security deposit within 14 days, the Board of Trustees of the Karachi Port Trust shall be at liberty, at their absolute discretion, to appropriate my/our Earnest money deposit sum of **Rs. 920,000/-** either as agreed liquidated damages without any proof whatsoever of the extent of such damage or on contract, reserving to themselves the right to recover from me/us any further loss or expenses to which they have been put directly or indirectly by reason of any failure on my/ our part as aforesaid.

5. I/We undertake to complete the supply of material for which tender has been submitted by me/us within the delivery period quoted by me/ us in column 7 of the schedule after the placing of order on me/ us.

6. I/We agree that unless until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding contract between us.

7. I / We have deposited the Earnest money of Rs.	_ in cash	vide Challan
No dated by	y Pay	Order No.
dated		
*Detail whatever is not applicable.		
<b>TENDERER/S</b> (Full Signature)		
Signed by Mr		
For & on behalf of:		

M/s.





#### KARACHIPORTTRUST (PROCUREMENT DEPARTMENT) Standard Conditions of Contract for Supply of Stores

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#### KARACHIPORTTRUST (PROCUREMENT DEPARTMENT) Standard Conditions of Contract for Supply of Stores

Definitions:	1. Throughout these conditions, the special Conditions & the Specifications here to annexed the terms: -
	<ul> <li>(1). "Board" means Board of Trustees of Karachi Port Trust its successors or assigns.</li> <li>(2). "Indenter" means any officer authorized by the Board to order Stores.</li> <li>(3). "Inspecting Officer" means the person, firm of department nominated by the Board to inspect the Stores on its behalf &amp; he deputies of the Inspecting Office so nominated by the Board.</li> </ul>
	(4). "Contractor" means the person, firm or company with whom the order for the supply has been placed & shall be deemed to include his successors (if approved by the Board) heirs, executors and administrators.
	<ul> <li>(5). "Sub Contractor" means any person, firm or Company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the Stores.</li> <li>(6). "Contract" shall mean the agreement made between the Board &amp; the Contactor for the supply of the Stores defined</li> </ul>
	<ul><li>in the Contract including all documents to which reference may properly be made in order to ascertain the right and obligation of the practice under the said agreement.</li><li>(7). "Tender" shall mean the offer Tendered by the Contractor to the Board for the supply of the Stores governed by the</li></ul>
	Contract. (8). <b>"Drawings"</b> mean the drawings exhibited or provided for the guidance of the Contractor.
Contract:	<b>2.</b> This Contract for the supply of the Stores to the Board of the descriptions and in the quantities set forth in the Schedule hereto annexed on the date or dates specified therein.
Security Deposit:	<b>3.</b> Unless otherwise agreed between the board and the contractor, the contractor shall within, 14 days written notice of acceptance of the Tender has been posted to the contactor deposit with the Chief Accounts Officer of the Karachi Port Trust (in cash or the equivalent in Approved Public Rupees Securities) a sum equal to 5% of the total value of the Stores
	detailed in the said schedule for which the Tender has been accepted as security for the due fulfillment of the contract. No interest shall be payable on cash deposits. In the event of the contactor's failure to make the security deposit in the manner aforesaid and with period specified. Such failure shall constitute a breach of contract and the Board shall be entitled to purchase the Stores elsewhere at the risk and expense of Contractor.
Delivery:	<b>4.</b> The Contractor shall as may be required by the Board either deliver free at, or F.O.R., or C&F. at the place or places detailed in the said schedule the Quantities of the Stores detailed therein and the Stores shall be delivered or dispatched out later than the dates specified in the Tender.
Variations:	<b>5.</b> The Board shall have full power, during the execution of the contract, by notice in writing to direct the contractor to alter, amend, omit, add to or otherwise vary any part of the specification or the schedule, and the contractor shall carry out such variation and be bound by same conditions, so far as applicable, as thought the said variation were stated in the attached Specification and the schedule provided that no such variation shall except with the consent in writing of the contractor be such as will with any variation already directed to be made involves a net increase or decrease in the contact price of more than 15% thereof. The difference in cost, if any, or more or less than 5% occasioned by any such
	variations shall be added to or deducted from the value of the contract as the case may require. The amount of such difference shall be ascertained and determined in accordance with the rates specified in the contract so far they may be applicable, and where rates are not contained in the contract or are not applicable, such amount shall be agreed between the board and the contractor.
Test:	<b>6.</b> All tests mentioned in the specification will be carried out at the cost of the contractor be the satisfaction of the Inspecting officer. The Contractor will also submit. Test certificates for the approval of the inspecting Officer before the dispatch of the Stores.
Time for & date of delivery or	7. The time for and the date of delivery or dispatch stipulated in the tender for the delivery or dispatch of the Stores shall be deemed to be the essence of the Contract & should the Contractor fail to deliver or dispatch the Stores or any consignment there-of, within the period prescribed for such delivery or dispatch, the Board shall be entitled to withhold
Dispatch the Essence of the Contract.	payment until the whole of the Stores has been supplied & to recover from the Contractor has agreed liquidated damages and not by way of penalty a sum of one half percent of the price of any Stores which the Contractor has failed to deliver dispatch as aforesaid for each and every week (maximum twenty weeks) during which the delivery of dispatch of such Stores may be in arrear: alternatively at the option of the Board. The Board shall be entitled to purchase elsewhere
	without notice the Contractor on the account and at the risk of the Contractor the Stores or any consignment thereof which the Contractor has failed to deliver or dispatch as aforesaid or if not available the best and nearest available substitute therefore, or to cancel the Contract, and Contractor shall be liable for any loss or damage which the Board may sustain on that account but the Contractor shall not be entitled to any gain on repurchase made against default.
Extension of Time of Delivery.	<b>8.</b> If such failure aforesaid shall have arisen from war, insurrection, restrain imposed by Government Act of Legislature of other authority stoppage on hindrance in the supply of raw materials of fuel, explosion, accident, strike, riot, lockout or other disorganization of labor or transport, breakout of machinery or any other inevitable of unforeseen event beyond
	human control directly or indirectly interfering with the supply of the stores or from any cause which the board may admit as reasonable ground for an extension in time the board will allow such additional time as it considers to be justified by the circumstances of the case, and will forego the whole or such part as it may consider reason of claim for any such loss or damage as aforesaid and its decision thereon shall be final provided that in such circumstances instead of allowing additional time the Board shall have the option of terminating the contract and in that case no damages shall be claimable by either party.
Examination	9. When Tenders are called for in accordance with a drawing, specification or scaled pattern, the contractors Tender to
* (K.P.T.)*	9



### K A R A C H I P O R T T R U S T (PROCUREMENT DEPARTMENT)

	(PROCUREMENT DEPARTMENT)
of Drawing	supply in accordance with such drawing, specification or scaled pattern shall be deemed to be admission on his part that
specification & Pattern.	he has fully acquainted himself with the details thereof and in no circumstances will any excuse or claim on his part on the plea of his insufficient examination of the said drawing, specification or sealed pattern be considered.
Drawings.	<b>10.</b> If any dimensions figured upon Drawing differ from those obtained by scaling the drawing the dimensions as figured
)	upon drawing shall be taken as correct.
Inspection	11. When inspection during manufacture or before delivery or dispatch is required notice in writing shall be sent by the
Notice.	contractor of the Inspecting officer when the stores to be supplied are ready for inspection and test, and no Stores shall be
	delivered or dispatched, had until the inspecting officer has certified in writing that such Stores have been inspected and
	approved by him.
Charges for	<b>12.</b> The Contractor shall pay charges for handling, stamping, painting, marking, protecting or preserving patent rights,
work	drawing, term latest, models and gauges and for all such measures as the Board or the Inspecting Officer may deem
necessary for completion	necessary for proper completion of the Contract through special provision therefore may not be made in the Specification
of the	or the Drawings.
contract.	
Execution of	13. The whole Contractor whole contract is to be executed in the most approved and workman like manner to the entire
the contract.	satisfaction of the Board & of the Inspecting Officers each of whom personally and by any deputy appointed on their
the contract	behalf, shall have power to reject any of the Stores of which he may disapprove; and his decision thereon on any question
	as the true intent and meaning of the specification of Drawings of the works necessary for the proper completion of the
	Contract shall be final and conclusive.
Contractor	14. The Contractor is to be entirely and solely responsible for the execution of the contract in all respects in accordance
responsibility	with the terms and conditions of the contract not withstanding any approval which the inspecting Officer may have given
- •	in respect of the stores, material or other parts of the work or the workmanship involved in the contract or of tests carried
	out either by the contractor or by the Inspecting Officer.
	15. The Contractor shall at all times indemnify the Board against all claims which may be made in respect of the stores for
Indemnify	infringement of any right protected by patent registration of design or trade mark and shall take all risks of accident or
	damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for all
	sufficiency of all the means used by him for the fulfillment of the contract provided always that in event of any claim in
	respect of an alleged breach of a patent registered design or trade mark being made against the Board, it shall notify the
	contractor of the same and the Contractor shall be at liberty at his own expense to conduct negotiation for settlement of
<b><u><u>a</u></u> 1 1</b> <i>u</i>	any litigation that may arise there from.
Sub: Letting	<b>16.</b> The Contractor shall let or assign this Contract or any part thereof without the written permission of the Board in the
Contract	event of the Contractor's sub-letting or assigning this Contract or any part thereof without such permission, Board shall be
	entitled cancel the Contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Board may sustain in consequence of arising out of such purchase.
Packing	<b>17.</b> All packing cases, containers, packing and other similar materials shall unless otherwise agreed be supplied by the
material	Contractor free of charge and will not be returned. Every Bale or package shall be clearly marked with the Contractor's
material	name, consignee's name and address, Gross weight & shall contain a packing note showing its contents in detail. The
	Contractor shall provide such packing as Board or the Inspecting Officer may consider necessary to ensure the Safe
	arrival of the Stores at destination.
Notification	18. Notification of dispatch and expected delivery in regard to each and every consignment shall be made to the Indenter
of Delivery	immediately upon dispatch. The Contractor shall further supply to the indenter a priced invoice and packing account of all
or Dispatch.	stores dispatched. All package, containers, bundles and loose material forming part of each and every consignment shall
	be described fully in the packing account and full details of contents of packages and quality of material shall be given to
<b>-</b>	enable the Indenter to check the Stores on arrival at destination.
Removal of	<b>19.</b> Any Stores submitted for inspection and rejected by the Inspecting Officer shall be removed by the Contractor within
Rejection	14 days from the date of rejection at his own cost. The Contractor shall pay the carriage charges on the rejected
	consignment form the station of dispatch to the station where they were rejected and back Such rejected stores shall lie at the contractor's risk from the date of such rejection. If not removed within 14 days of rejection, the Board shall have the
	the contractor's risk from the date of such rejection. If not removed within 14 days of rejection, the Board shall have the right to dispose of such Stores as it thinks fit at the Contractor's risk and on his account.
System of	<b>20.</b> Unless otherwise agreed between the Board and the Contractor, payment for stores will be made by the Chief
payment.	Accounts Officer, Karachi Port Trust. 100 percent of the contract price will be paid after inspection and acceptance on
Pujment	receipt of the consignment in good order by the Board for indigenous supply; and the C & F value (excluding any
	commission payable in Pakistan currency), against shipping documents duly supported by the Inspecting Officer's
	certificate, for imported Stores.
Bribes	21. Any bride, commission, gift or advantage given promised of offered by or on behalf of the Contractor or his partner,
Commission	agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the Board or any person
etc.	on its behalf in relation to the obtaining or to the execution of this or any other Contractor with the Board shall in addition
	to any criminal liability which he may incur subject the contractor to cancellation of this and all other Contracts and also
	to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation
	under clause 7 hereof; and the Board shall be entitled to deduct to the amounts so payable form any moneys, otherwise
	due to the Contractor under this or any other Contract. Any question or dispute as to the commission of any offence under
-	this clause shall be settled by the Board in such manner as it shall think fit and sufficient, and its decision shall be final
ShNAGER	conclusive.
(*(K.P.T.)*)	
( Boundary	10
Constant	



Law	22. This contract shall be governed by the laws of Pakistan Resort to court by either of the parties in respect of any
Governing	dispute should be made only to an appropriate court within the limits of the Karachi Division.
the Contract	
Marginal	<b>23.</b> The marginal heading of clauses of the conditions hereto shall not affect the construction thereof.
Headings	
Arbitration	<b>24.</b> Any other dispute whatsoever nature, (including the interpretation of this or any other relevant document) arising under this contract (except as to any matters the decision of which is specially provided for by these conditions) shall be referred to a sole arbitrator to be appointed by the Chairman, Karachi Port Trust, who shall have absolute discretion either to appoint an officer to the KPT or any one else as the sole arbitrator. The decision of such sole arbitrator shall be final and conclusive and shall binding on all the parties to the contract and the provision of the Arbitration Act. 1940 and any statutory modification thereof and the rule framed there under shall be deemed to apply to and incorporated in this Contract.
	The Contractor shall not stop the work during the pendency of the arbitration proceeding, but he shall continue to execute
	the work with full speed. However the Manager Procurement shall have to power to ask the Contractor in writing to stop
	the work, in full or in part if he considers this necessary.





#### SCHEDULE OF REQUIREMENT

ITEM	DESCRIPTION OF MATERIAL REQUIRED	QTY	UNIT	UNIT R (QUOI IN FIGURE		TOTAL PRICE FOR FREE DELIVERY AT THE CENTRAL STORES DEPOT, W/W	TRADE / BRAND NAME, COUNTRY OF MANUFACTURER	DELIVERY PERIOD	REMARKS
1	2	3	4	5	6	7	8	9	10
1	Paint Enamel Off White in 4 Ltr Tin	1632	Liter		·				
2	Paint Enamel Dark Green in 20 Ltr Drum	1000	Liter						
3	Paint Enamel Dark Green in 4 Ltr Tin	2000	Liter						
4	Paint Enamel Cream in 4 Ltr Tin	68	Liter						
5	Paint Emulsion White in 4 LtrTin	680	Liter						
6	Paint Emulsion Off White in 4LtrTin	1180	Liter						
7	Paint Red Oxide Primer in 20 Ltr Drum	3000	Liter						
8	Paint International Orange in 20 Ltr Drum	100	Liter						
9	Paint Dark Grey Finishing in 20 Ltr Drum	500	Liter						
10	Oil Turpentine in 4 LtrTin	2716	Liter						
11	Paint Enamel Black in 20 Ltr Drum	120	Liter						
12	Paint Enamel Black in 4 LtrTin	1120	Liter						
15	Paint Enamel Blue in 4 Ltr Tin	332	Liter						





			(1)	KUCUKEMENT DEPAKTMENT)	 	
14	Paint Lead Base Primer in 4 Ltr Tin	96	Liter			
15	Paint Enamel Golden Brown	416	Liter			
16	Paint Anticorrosive 14/N in 20 Ltr Drum	100	Liter			
17	Paint Under Coat Dark Grey in 20 Ltr Drum	60	Liter			
18	Paint EnamelLight Grey Under Coat in 20 Ltr Drum	80	Liter			
19	Paint Weather Shield White in 4 Ltr Tin	736	Liter			
20	Paint Weather Shield Off White In 4 Ltr Tin	1072	Liter			
21	Paint EnamelRed in 4 Ltr Tin	840	Liter			
22	Paint Enamel Light Green in 20 Ltr Drum	400	Liter			
23	Paint Enamel Light Green In 4 Li Tin	1000	Liter			
24	Paint Enamel Red in 20 Ltr Drum	140	Liter			
25	Thinner in 3.64 LtrContainers.	102.28	Liter			
26	Paint Weather Shield Cameo Color 2685 in 4 Ltr Tin	2000	Liter			
27	Paint Weather Shield Dove Grey	900	Liter			
28	Paint Weather Shield Sahara Sand of Approved Brand.	3000	Liter			
29	Paint Matt Finish Antique White in3.64 Ltr Tin	2000	Liter			





30	Paint Matt Finish Antique Off White	1200	Liter			
31	Distemper White 3.64 Ltr Tin	2518.9	Liter			
32	Distemper Off White 3.64 Ltr Tin	2344.2	Liter			
33	Paint Enamel Light Grey Finishing in 20 ltr Drum	1040	Liter			
34	Paint Enamel Yellow in 20 Ltr	140	Liter			
35	Paint Enamel Yellow in 4 Ltr Tin	648	Liter			
36	Paint Enamel Light Grey Finishing in 4LtrTin	544	Liter			
37	Paint EnamelWhite in 20 Ltr Drum	660	Liter			
38	Paint Enamel White in 4 LtrTin	3448	Liter			

#### Terms & Condition:

- Lab Test Report of all above items must be required with the Technical offer.
- Warranty should clearly be mentioned.
- As and when required basis.
- Payment will be made as per KPT Rule (After delivery of goods).
- Period of contract can be extended (if required)

#### SIGNATURE OF TENDERERS WITH RUBBER STAMP OF THE FIRM



#### **Technical Evaluation Criteria**

#### Mandatory Requirement.

- OEM or OEM Authorized Distributor Certificate to be attached.
- Lab Test Report of all tender Items must be required with the technical offer.

1	Manufacturer / Authorized Distributor	20 Marks			
а	O.E.M.	20 Marks			
b	Authorized Distributor	14 Marks			
2	Compliance of Schedule of Requirement	30 Marks			
а	Compliance all items of BOQ	10 Marks			
b	Technical Specification of BOQ	10 Marks			
с	Make /Brand	05 Marks			
d	Country of Manufacturing.	05 Marks			
3	Financial Soundness	20 Marks			
	Turnover (Audited financial statements for the last three	i. Rs. 60 Million & above	20 Marks		
а	years is to be kept showing minimum turnover of Rs. 50 million on average.)	ii. Above Rs. 55 and less than 60 Million	16 Marks		
a	OR For sole proprietors, tax returns with financials portraying	iii. Above Rs. 50 Million to below 55 Million	14 Marks		
	turnover of Rs. 50 million subjected to FBR for tax returns.	iv. Below Rs. 50 Million	00 Marks		
4	Past Experience	20 Marks			
		i. 10 years and above	20 Marks		
	Undertaking on E-Stamp Paper of Rs. 500/-, Confirming the past experience of business in dealing with Similar Items and	ii. 05 years to 10 years	17 Marks		
	their contact details.	iii. 03 years to 05 years	14 Marks		
		iv. Below 03 years	00 Marks		
5	Delivery Period / Time	10 Marks			
		i. 15 days	10 Marks		
	Dalivary Pariod / Time	ii. 20 days	09 Marks		
	Delivery Period / Time	iii. 30 days	08 Marks		
		iv. More than 30 days	07 Marks		
	Total	100 Marks			
	Minimum Qualifying Marks 70 % in all categories.				



#### **INTEGRITY PACT**

#### DECLARATION OF FEE, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS IN CONTRACTSWORTH RS.10 MILLION OR MORE.

Contract No:	Dated:
Contract value: <b>Rs.</b>	
Contract Title:	

1. M/s. \_\_\_\_\_\_ hereby declares that it has not obtained or induced he procurement of any contract, right, interest, privilege or other obligation or benefit form Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

2. Without limiting he generality of the foregoing, M/s. \_\_\_\_\_\_ 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.

3. M/s. \_\_\_\_\_\_ 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.

4. M/s. \_\_\_\_\_\_ 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 contact, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP under any law, contract or other instrument, be avoidable at the option of GOP.

5. Notwithstanding any rights and remedies exercised by GOP in the regard. \_\_\_\_\_ agrees to indemnify GOP for any loss or damage M/s. 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 M/s. \_\_\_\_\_\_as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right privilege or other obligation or benefit in whatsoever form from GOP.

#### SIGNATURE & RUBBER STAMP OF BUYER

#### SIGNATURE & RUBBER STAMP OF FIRM



#### DECLARATION OF ULTIMATE BENEFICIAL OWNERS INFORMATION FOR PUBLIC PROCUREMENT CONTRACTS AWARDED WORTH RS. 50 MILLION AND ABOVE.

- 1. Name
- 2. Father's Name/spouse's Name
- 3. CNIC/NICOP/Passport No.
- 4. Nationality
- 5. Residential address
- 6. Email address
- 7. Date on which shareholding, control or interest acquired in the business
- 8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal person or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited LiabilityPartnershi p/Associationof Persons/SingleMe mber Company/Partners hipFirm/Trust/Any other individual body, corporate (to be specified)	Date of incorporation /registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control orinterest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).



1	2	3	4	5	6	7	8
Name and	CNIC No.	Father's/Husband's	Current	Any other		Residential	Number of
surename(in	(In case of	Name in full	Nationality	Nationality		address in	shares taken
Block	foreigner,			(ies)		full or the	by cash
Letters)	Passport				_	registered /	subscriber (in
	No.)				tior	principal	figure and
					npa	office	words.
					Occupation	address for a	
					0	subscribers	
						other than	
						natural	
						person	
			Total number				
			words)				

10. Any other information incidental to or relevant to Beneficial Owners(s)

Name and signature

(Person authorized to issue notice on behalf of the company)





#### COMPOSITION & PARTICULARS OF THE TENDERING FIRM

(To be furnished with the Tender failing which Tender may not be considered)

	PARTICULARS	DETAILS
1.	In case of "SOLE PROPRIETORSHIP CONCER	N".
a)	Full Name of Proprietor.	
b)	Business address and Phone # if any.	
c)	Residential address & phone # if any.	
d)	Copy of firm registration with FBR to be attached.	
2.	In case of "PARTNERSHIP CONCERN".	
a)	Name of partners with their business / residential address & Phone No.	
b)	Partnership Deed & Certificate of registration (Certificate copies to be attached).	
3.	In case of "PRIVATE LTD. COMPANY".	
a)	Names of all directors with their business / residential address and Ph. Nos if any.	
b)	Memorandum & Articles of Association of Company & Certificate of incorporation (certificate copies to be attached.	
4.	In case of "PUBLIC LTD. COMPANY".	
a)	Memorandum & Articles of Association of Company & Certificate of incorporation (certificate copies to be attached).	
b)	Legal status and full particulars of the Attorney.	
c)	Period of validity or power of Attorney (Certificate copies of Special or General power of Attorney duly executed on stamp paper value & authority to be attached).	
5.	NTN No.	



In submitting the above particulars, we further bind ourselves for furnishing to Karachi Port Trust any further changes in our particulars and composition, addresses and Phones Nos. of our firm / Proprietor / Partners / Directors etc.

We clearly understand that failure to comply with the above, or for submitting incorrect or inaccurate information, will render our Tender invalid.

Signature & Seal of the Tenderer	
Signed by <b>Mr.</b>	
For & on behalf of	
M/s	

Dated: \_\_\_\_\_



#### BANK GUARANTEE BONDIN LIEU OF EARNEST MONEY

Rs.....

Adhesive Stamp.

#### NOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_

#### (Name of the Bank)

PORT	bind ourselves and our successors, executors and administrators TO PAY to the TURSTEES OF TH TOF KARACHI, KARACHI PORT TRUST (hereinafter called the BOARD) on demand and without reference	e
	the tenderers (	
	(Name of Tenderers) ithout further question of the sum of Rs.	,
and w	(In wards)	•
(Say F	Rs	)
	(In figures)	
WHE	RAS the tenderers (	)
	(Name of the Tenderers)	
have t	tendered for the work of	
	(Title of work)	
requir	ring an earnest money amounting to Rs.	
D.	(In figures)	
say Ks	sto be deposited with (In words)	
	the date days	
NOW	(Date of opening of the tender) The condition of the above written bond is that;	
1.	Payment of Rs (Say Rs (In figures) (In words)	•
will b	be made on the first demand of the Board through their Chief Account Officer and without reference to the	e

(5 months from the date of opening of the tender or till such extended time as the Bank may agree from time to time through a letter).

2. Its validity for lodgment of claims shall remain in full force any and effect till ...... or till such extended time as the Bank may agree from time to time through a letter.

(5 months from the date of opening of the tender or till such extended time as the Bank may agree from time to time through a letter).

(Name of Bank)

SIGNED SEALED AND DELIVERED by the said.....

was hereinto affixed in the presence of: (k, P, T, r)



#### CLAUSE 36 (B) OF PPRA RULES 2004 (Amended)

#### b) Single Stage – two envelope procedure: -

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii. The envelopes shall be marked as **"Financial Proposal"** and **"Technical Proposal"** in bold and legible letters to avoid confusion;
- iii. Initially, only envelope marked "TECHNICAL PROPOSAL" shall be opened;
- iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- v. The procuring agency shall evaluate the Technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not confirm to the specified requirements;
- vi. During the Technical evaluation no amendments in the Technical proposal shall be permitted;
- vii. The financial proposals of bids shall be opened publically at a time date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the Technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The Financial proposal of the bids found Technically non-responsive shall be returned unopened to the respective bidders; and
- ix. The bid found to be the lowest evaluated bid shall be accepted.

XXXXXXXXX

