



PORT QASIM  
THE GATEWAY TO NATIONAL PROSPERITY

# PORT QASIM AUTHORITY

## BIN QASIM KARACHI- 75020

### NOTICE INVITING TENDER

1. Port Qasim Authority (PQA) invites sealed tender from the Original Equipment manufacturer (OEM) or Authorized Distributors/Suppliers / Contractors etc. Registered with Income Tax Department under Federal Board of Revenue (FBR) and on active Tax payers list & registration with Sindh Revenue Board (SRB) and also registered with PPRA on E-Pak Acquisition & Disposal System (EPADS) having audited accounts for last three year (Mandatory requirement) and sufficient experience in relevant field for Supply of Fork Lifters.

S.No	Description of Items	Ceiling Cost	Earnest Money in shape of pay order in favor of PQA	Tender fee by pay order (non refundable) in favor of PQA	Supply Period	Bid submission & Opening Date
177	Supply / Procurement of Fork Lifters 03 Nos. (03 Tons each) and 01 No. (15 Tons) Make/Model HELI, TCM, TOYOTA or equivalent For Cargo Handling Equipment Section.	Rs. 100 Million	Rs 2,000,000/= (Refundable)	Rs. 2,000/=	06 Months	04.07-2024

2. Bidding documents containing detailed Terms & Conditions are available for the interested bidders at the office of Director (M&E), PQA, Bin Qasim, Karachi. The documents can be obtained upon payment of a non-refundable bid documents price of Rs.2,000/= (Rupees. Two thousand only), in the shape of bank draft / pay order from any scheduled bank of Pakistan drawn in the name of "Port Qasim Authority". Bidding documents can also be downloaded from PQA / PPRA websites [www.pqa.gov.pk](http://www.pqa.gov.pk) and [www.ppra.org.pk](http://www.ppra.org.pk). The Tenderers will have to submit their bids through EPADS also.

3. Single Stage Two Envelope Procedure, under rule 36(b) of Public Procurement Regulatory Authority-2004 (PPRA-2004) shall be adopted. One envelope containing information regarding qualification of bidder and respective envelope information shall be clearly marked "Technical Proposal" & the second envelope containing the Bid price shall clearly marked "Financial Proposal". Technical proposal must contain Bid Security valid for one hundred eighty (180) days amounting to Rs.2,000,000/= (Rupees two Million only) in the form of pay order / Bank Guarantee in favor of Port Qasim Authority, issued by a scheduled Bank of Pakistan, Karachi based branch having AA rating. Tender submitted without Bid Security shall be rejected.

4. Technical Proposal and Financial Proposal (Both Envelopes) (Covered in a Single Package) are to be submitted in the office of Director (M&E) on or before 04.07.2024 at 1200 hrs. Technical proposal only, shall be opened on the same date of submission at 1230 hrs. in the presence of those Bidders who may wish to be present.

5. The financial proposal of technically qualified bidders shall be opened in the presence of bidders or their authorized representatives who may wish to attend. The date, time & venue will be intimated later. The financial proposal of technically non-qualified bidders shall be returned unopened.

6. In case of holiday falling on the date of submission/opening of tender, the same will be opened on the next working day at the same time.

7. Partial and incomplete Bids shall not be considered.

8. Port Qasim Authority reserves the right to accept or reject any or all bids as per PPRA-2004 and no claim whatsoever shall be entertained in this regard and Authority's decision shall be final and binding upon all parties/firms.

  
Secretary

Email: [secretary@pqa.gov.pk](mailto:secretary@pqa.gov.pk)

BIN QASIM, KARACHI-75020, PAKISTAN, TEL: 92-21-9272111-30, FAX: 92-21-4730108,  
TELEX:27611PORT QASIM PK. Website: [www.pqa.gov.pk](http://www.pqa.gov.pk)



# **PORT QASIM AUTHORITY**

**Ministry of Maritime Affairs  
Government of Pakistan**

**PORT QASIM**

**THE GATEWAY TO NATIONAL PROSPERITY**

## **TENDER & CONTRACT DOCUMENT**

**FOR**

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**SUPPLY / PROCUREMENT OF FORK LIFTERS 03 NOS. (03 TONS EACH)  
AND 01 NO. (15 TONS) FOR CARGO HANDLING EQUIPMENT SECTION**

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**2024**

## **SUMMARY OF CONTENTS**

<b><u>Subject</u></b>	<b><u>Page No</u></b>
(I) INVITATION FOR BIDS	04-05
(II) INSTRUCTION TO BIDDERS	6-19
(III) BIDDING DATA	20-23
(IV) FORM OF TENDER & APPENDICES TO TENDER	24-33
(V) STANDARD FORMS	34-42
(VI) CONDITION OF CONTRACT & CONTRACT DATA	43-56
(VII) TECHNICAL SPECIFICATION & EVALUATION CRITERIA	57-59
(VIII) BILL OF QUANTITIES	60-61

## TABLE OF CONTENTS

<u>Sr. #</u>	<u>Description</u>	<u>Page #</u>
<b>1.</b>	<b>INVITATION FOR TENDER</b>	<b>04</b>
<b>2.</b>	<b>INSTRUCTIONS TO BIDDERS / TENDERERS</b>	<b>06</b>
<b>A.</b>	<b>GENERAL</b>	<b>07</b>
IB.1	Scope of Bid	
IB.2	Source of Funds	
IB.3	Eligible Bidders	
IB.4	One Bid per Bidder	
IB.5	Cost of Bidding	
<b>B.</b>	<b>BIDDING DOCUMENTS</b>	<b>08</b>
IB.6	Contents of Bidding Documents	
IB.7	Clarification of Bidding Documents	
IB.8	Amendment of Bidding Documents	
<b>C.</b>	<b>PREPARATION OF BIDS</b>	<b>09</b>
IB.09	Language of Bid	
IB.10	Documents Accompanying the Bid	
IB.11	Bid Prices	
IB.12	Currencies of Bid and Payment	
IB.13	Bid Validity	
IB.14	Bid Security	
IB.15	Format and Signing of Bid	
<b>D.</b>	<b>SUBMISSION OF BIDS</b>	<b>12</b>
IB.16	Sealing and Marking of Bids	
IB.17	Deadline for Submission of Bids	
IB.18	Late Bids	
IB.19	Modification, Substitution and Withdrawal of Bids	
<b>E.</b>	<b>BID OPENING AND EVALUATION</b>	<b>13</b>
IB.20	Bid Opening	
IB.21	Process to be Confidential	
IB.22	Clarification of Bids	
IB.23	Examination of Bids and Determination of Responsiveness	
IB.24	Correction of Errors	
IB.25	Evaluation and Comparison of Bids	

**F. AWARD OF CONTRACT 16**

- IB.26 Award
- IB.27 Employer’s Right to Accept any Bid and to Reject any or all Bids
- IB.28 Notification of Award
- IB.29 Performance Security
- IB.30 Signing of Contract Agreement
- IB.31 General Performance of the Bidders
- IB.32 Integrity Pact

**G. MISCELLANEOUS 18**

- IB.33 Misc. Information
- 33.1 Fraud and Corruption
- 33.2 Procedures of Open Competitive Bidding
- 33.3 Lowest Evaluated Bid

**3. BIDDING DATA & CONTRACT DATA 20-23**

**4. FORMS OF TENDER AND APPENDICES TO TENDER 24-33**

- |              |  |
|--------------|--|
| Appendix "A" | Special Stipulations                           |
| Appendix "B" | Bill of Quantities                             |
| Appendix "C" | Proposed Construction Schedule                 |
| Appendix "D" | Method Statement of Performing the Procurement |
| Appendix "E" | List of Intended Sub-Contractor                |
| Appendix "F" | Supervisory Staff and Key Personnel            |
| Appendix "G" | Integrity Pact                                 |

**5. FORMS 34**

- a. Bid Security / Tender Bonds
- b. Performance Security
- c. Contract Agreement
- d. Advance Bank Guarantee

## **INVITATION FOR BID**

## **INSTRUCTIONS TO BIDDERS/TENDERER**

# **INSTRUCTIONS TO BIDDERS/TENDERER**

## **A. GENERAL**

### **IB.1 Scope of Bid**

- 1.1 The Employer as defined in the Bidding Data hereinafter called "Port Qasim Authority" wishes to receive bids for **"Supply / Procurement of Fork Lifters 03 Nos. (03 Tons each) and 01 No. (15 Tons) Make/Model HELI, TCM, TOYOTA or equivalent For Cargo Handling Equipment Section.** As described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Procurement".
- 1.2 The successful bidder will be expected to complete the Procurement within the time specified in Appendix-A to Bid.

### **IB.2 Source of Funds**

- 2.1 The Employer has finances for the cost of the project specified in the Bidding data and for which these Bidding Documents are issued.

### **IB.3 Eligible Bidders**

- 3.1 This Invitation for Bids is open to firms / companies meeting the requirements. As per evaluation criteria.
  - a. Firms shall have to submit with technical proposal the: -
    - i) NTN, GST & SRB (Active) Registration Certificates of the firm.
    - ii) Registration with PPRA on E-Pak Acquisition & Disposal system(EPADS).
- 3.2 In case the bidders consist of a Joint Venture of more than one entity then each member of the Joint Venture be jointly and severally bound to the Employer for fulfillment of the terms of the tender/contract and the Joint Venture shall designate one member to act as leader of the Joint Venture for purpose of representing the Joint Venture.

### **IB.4 One Bid per Bidder**

- 4.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.

### **IB.5 Cost of Bidding**

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



## **B. BIDDING DOCUMENTS**

### **IB.6 Contents of Bidding Documents**

6.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB 8.

#### **a). Technical Proposal**

1. Bidding Data
2. General Conditions of Contract (GCC).
3. Contract Data.
4. Specifications.
5. Form of Bid & Appendices to Bid.
6. Form of Bid Security.
7. Form of Contract Agreement.
8. Forms of Performance Security
9. Manufacturer's specifications / Design / Literature in printed shape.

#### **b). Financial Proposal**

Bill of Quantities.

6.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.25, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

### **IB.7 Clarification of Bidding Documents**

7.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address.

Director (M&E)  
Mechanical & Electrical Department  
Port Qasim Authority, Port Qasim  
Karachi, Pakistan  
Phone: +92-21-99272183  
E-mail: **secretary@portqasim.org.com**

The Employer will respond to any request for clarification, which he receives earlier than 07 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

## **IB.8 Amendment of Bidding Documents**

- 8.1 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.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 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.
- 8.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.18

## **C. PREPARATION OF BIDS**

### **IB.9 Language of Bid**

- 9.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

### **IB.10 Documents Accompanying the Bid**

- 10.1 Each bidder shall:
- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
  - (b) 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
  - (c) 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.
  - (d) The documentary evidence of the Procurement 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.
  - (e) Furnish a technical proposal taking into account the various Appendices to Bid and other pertinent information such as mobilization programme etc. The technical proposals shall not indicate the bid price.
  - (f) Furnish a financial proposal as per Bill of Quantities.

10.2 Bidders shall also submit proposals of Procurement schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

### **IB.11 Bid Prices**

11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Procurement as described in Sub-Clause IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

11.2 The bidders shall fill in rates and prices for all items described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

11.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 14 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

### **IB.12 Currencies of Bid and Payment**

12.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees only.

### **IB.13 Bid Validity**

13.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening

13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.14 in all respects.

### **IB.14 Bid Security**

14.1 Each bidder shall furnish Rs.2,000,000/= (Rupees two Million only) of Bid Amount as earnest money in the shape of Pay Order/Bank Guarantee from "AA" rating Bank situated in Karachi, Pakistan in favour of Port Qasim Authority to be submitted along with Technical Proposal.

14.2 The Bid Security shall be, at the option of the bidder, in the form of Pay Order/ Bank Guarantee issued by a Scheduled Bank in Pakistan having "AA" rating in favor of the Employer valid for a period 28 days beyond the Bid Validity date.

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

- 14.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity or award of contract whichever is earlier.
- 14.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 14.6 The Bid Security may be forfeited:
  - (a) if the bidder withdraws his bid except as provided in Sub-Clause 21.1;
  - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 26.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - (i) Furnish the required Performance Security; or
    - (ii) Sign the Contract Agreement.

### **IB.15 Format and Signing of Bid**

- 15.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 15.2 All appendices to Bid are to be properly completed, signed and stamped.
- 15.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 15.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and (2) two number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.6 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 15.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 10.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the tender / bid.
- 15.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 15.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 15.8 Bidders should retain a copy of the Bidding Documents as their file copy.

## **D. SUBMISSION OF BIDS**

### **IB.16 Sealing and Marking of Bids**

16.1 The completed Tender marked as 'Original' and Two copies are to be inserted in double self-addressed envelope and delivered in person or sent by Registered Air mail / courier so as to reach the:

Director (M&E)  
Port Qasim Authority,  
P.O. Port Qasim  
Bin Qasim Karachi – 75020  
Pakistan  
Phone: +92-21-99272183

16.2 The inner envelope is to bear the name and address of the Tenderer and is to be sealed and inscribed as follow:

**"Supply / Procurement of Fork Lifters 03 Nos. (03 Tons each) and 01 No. (15 Tons) Make/Model HELI, TCM, TOYOTA or equivalent For Cargo Handling Equipment Section."**

16.3 The ORIGINAL and copies of the completed Tender Set including Appendices and supplementary information and the Tender Bond must reach the Director (M&E) Port Qasim Authority, Bin Qasim, Karachi-75020 before the time and date fixed in the Tender Notice for opening of the Tenders. Tenders received after opening of the Tenders will be rejected and returned unopened.

16.4 Documents submitted by prospective Tenderers or Contractors in connection with the Tender for above named Procurement will be treated as confidential and will not be returned.

### **IB.17 Deadline for Submission of Bids**

17.1 (a) Bids must be received by the Employer at the address specified not later than the time and date stipulated in the Bidding Data.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

(c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

17.2 The Employer may at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **IB.18 Late Bids**

- 18.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.18 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

## **IB.19 Modification, Substitution and Withdrawal of Bids**

- 19.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 19.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.18 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 19.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 21.1 and 26.2.
- 19.4 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 in pursuance to Clause IB.14.

## **E. BID OPENING AND EVALUATION**

### **IB.20 Bid Opening**

- 20.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.20, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.20 shall be returned unopened.
- 20.3 The bidder's name, total Bid Price & price of any Alternate Proposal(s), any discounts, bid modifications, substitution & withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate will be announced by the Employer at the opening of bids.
- 20.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 21.3.

## **IB.21 Process to be Confidential**

21.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. 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 and a report giving justification for acceptance / rejections of the bids. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the Procurement process. PQA Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

## **IB.22 Clarification of Bids**

22.1 To assist in the examination, evaluation and comparison of bids, the Employer may at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors that discovered by the Employer in the evaluation of the bids in accordance with Clause IB.25.

## **IB.23 Examination of Bids and Determination of Responsiveness**

23.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

23.2 A substantially responsive bid is, one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is; one (i) which affect in any substantial way the scope, quality or performance of the Procurement. (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

23.3 If a bid is not substantially responsive, it would be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **IB.24 Correction of Errors**

- 24.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a). Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b). Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity. The unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 24.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB.14.6(b) hereof.

## **IB.25 Evaluation and Comparison of Bids**

- 25.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.24.
- 25.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a). Making any correction for errors pursuant to Clause IB.25.
  - (b). Making an appropriate adjustment for any other acceptable variation or deviation.
- 25.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 25.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of Procurement to be performed under the Contract the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods & schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.30 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.



## **F. AWARD OF CONTRACT**

### **IB.26 Award**

- 26.1 Subject to Clauses IB.28 and IB.32, 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 eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 27.2.
- 26.2 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 post-qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

### **IB.27 Employer's Right to Accept any Bid and to Reject any or all Bids**

- 27.1 Notwithstanding Clause IB.27, 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 except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

### **IB.28 Notification of Award**

- 28.1 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. This letter shall name the sum, which the Employer will pay the Contractor in consideration of the execution and completion of the Procurement by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 28.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 28.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 28.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

### **IB.29 Performance Security**

- 29.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 7 days after the receipt of Letter of Acceptance.
- 29.2 Bid Security, failure of the successful bidder to comply with the requirements of Sub-Clause IB.31.1 or Clauses IB.32 or IB.34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 29.3 The successful Tenderer will be required to furnish a performance Bond in the amount of 10% of the Contract Price mention in the bids at the time of signing the formula Contract Agreement.

### **IB.30 Signing of Contract Agreement**

- 30.1 Within 7(Seven) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 30.2 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) working days of the receipt of the Contract Agreement by the successful bidder from the Employer.

### **IB.31 General Performance of the Bidders**

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/procurement. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid.

### **IB.32 Integrity Pact**

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

## **G. MISCELLANEOUS**

### **IB.33 Misc. Information**

#### **33.1 Fraud and Corruption**

It is the policy of the PQA to require its staff and its Contractors to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, PQA:

- (a) Defines, for the purposes of this provision, the terms set forth below:
  - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence selection process or the execution of contract;
  - (iii) "Collusive practices" means a scheme or arrangement between two or more contractors with or without the knowledge of PQA, designed to establish prices at artificial, noncompetitive levels and to deprive PQA of the benefits of free and open competition;
  - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a Procurement process, or affect the execution of a contract.
- (b) will reject a Bid for award if it determines that the contractor recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, elusive or coercive practices in competing for the contract in question;
- (c) will sanction contractor, including declaring the contractor ineligible, either indefinitely or for a stated period of time, to be awarded a PQA contract if it at any time determines that the contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices.

### **33.2 Procedures of Open Competitive Bidding**

The following procedures shall be adopted for open competitive Bidding as provided in PPRA Rules 2004, namely:-

#### **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 the 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 conform 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 of the qualified bidders publicly 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, publicly open the financial proposals of the technically accepted Bids only. The financial proposal of Bids found technically non-responsive shall be returned un-opened to the respective Bidders;
- (ix) The Bid found to be the lowest evaluated Bid shall be accepted.

### **33.3 Lowest Evaluated Bid**

Lowest Evaluated Bid means:

- i) A Bid most closely conforming to evaluation criteria and other conditions specified in the Bidding document; and
- ii) Having lowest evaluated cost;

## **BIDDING DATA**

## BIDDING DATA

### Instruction to Bidders

#### Clause Reference

Clause.#	<b>Name of Employer:</b>
1.1	Port Qasim Authority and represented by Director General (Technical) <b>Brief Description of Procurement:</b> "Supply / Procurement of Fork Lifters 03 Nos. (03 Tons each) and 01 No. (15 Tons) Make/Model HELI, TCM, TOYOTA or equivalent for Cargo Handling Equipment Section."
3.2	<b>Joint Venture:</b> Joint venture is allowed
8.1	<b>(a) Employer's address:</b> Director General (Technical), Head Office Building, Port Qasim Authority, Bin Qasim Karachi-75020 Fax. No. 021-34730107 Phone: +92-21-99272150 <b>(b) Engineer's address:</b> Director (M&E), Port Qasim Authority, Tel.No.99272182 Fax: No. 021-34730107
10.1	<b>Bid Language:</b> English
11.1 (d)	(a) A detailed description of the Fork Lifters, their 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. 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 Fork Lifters.
13.1	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak.
15.1	<b>Amount of Bid Security</b> Rs.2,000,000/= (Rupees Two million only) of Bid amount in shape of Pay order/ Bank Guarantee in favour of Port Qasim Authority, issued by a schedule Bank of Pakistan Karachi based Branch having AA rating from PACRA to be submitted along with Technical proposal.
14.1	<b>Period of Bid Validity</b> 180 days
17.4	<b>Number of Copies of the Bid to be Submitted</b> One original plus one copy
18.1	<b>Employer's Address for the Purpose of Bid Submission</b> Office of the Director (M&E),Port Qasim Authority, Karachi.
19.1	<b>Deadline for Submission of Bids</b> As notified in NIT.

22.1	<b>Venue, Time, and Date of Bid Opening</b> As notified in NIT.
25	<b>Responsiveness of Bids</b> (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 as per evaluation criteria given with these documents. (v) The Bid does not deviate from basic technical requirements and (vi) the Bids are generally in order, etc.

**FORM OF TENDER**  
**AND**  
**APPENDICES TO TENDER**



## **FORM OF TENDER**

Director General (Technical)  
Port Qasim Authority,  
Bin Qasim

### **Subject:**

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Procurement, we, the undersigned, offer to execute and complete such Procurement and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices 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 Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) drawn in your favor or made payable to you and valid for a period of \_\_\_\_\_ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Procurement and to complete the whole of the Procurement comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of 180 days from the date fixed or receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Procurement.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

in the capacity of \_\_\_\_\_duly authorized to sign Bids for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address. \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

**Appendix-A to Bid****SPECIAL STIPULATIONS  
Clause  
Conditions of Contract**

S.#	Amount of Performance Bond	4.4	10% of Contract Price in shape of Bank guarantee/pay order in favour of Port Qasim Authority, issued by a scheduled Bank of Pakistan Karachi based Branch having AA rating from PACRA. Performance bond shall be released after completion of maintenance period.
1.			
2.	Time for Furnishing Programme	1.7.1	14 days from the date of receipt of Letter of Acceptance.
3.	Delivery / Supply & Commissioning	1.1.9	Within 06 months from the date of signing of contract.
4.	Amount of Liquidated Damages for late completion after due date for completion.	7.4	Delay: 0.1% of Contract Price/day for late delivery. Maximum 10% of the Contract price stated in the letter of Acceptance
5.	Warranty / Guarantee Period	9.1	Up to completion of Warranty / Guarantee period i.e. 12 months from the date of Taking Over Certificate issued under sub clause-9 GCC.
6.	Mode of Payment	11.1	100% in local Currency
7.	Time within which payment to be made after submission of certificate from Engineer	11	45 Calendar Days
8.	Maintenance period	9.1	12 calendar months after date of Taking Over Certificate issued under sub clause-8.2 GCC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**BILL OF QUANTITIES**

**Financial Proposal**

Refer: Tender Document

The rates or prices shall be entered against each item in the Bill of Quantities

**PROPOSED SCHEDULE**

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Procurement shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the schedule in the bar chart showing the sequence of Procurement items and the period of time during which he proposes to complete each Procurement item in such a manner that his proposed program for completion of the whole of the Procurement and parts of the Procurement may meet Employer's completion targets on the date noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Schedule):

**Sr. # Procurement Site**

**Date for Completion**

1) C.H.E

**METHOD STATEMENT OF PERFORMING THE PROCUREMENT.**

The Bidder is required to submit a narrative outlining the method of performing the Procurement. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. The method of executing the Procurement, the procedure for supply, commissioning & testing Fork Lifters.

**LIST OF INTENDED SUB-CONTRACTORS**

We intend to engage the following firms as sub-contractors experienced in their respective field as mentioned against their names for executing the procurement specified below:

<b>S. No.</b>	<b>Name and address of Intended Sub-Contractors</b>	<b>Type of Procurement</b>	<b>Reason for sub-letting</b>
	<b>NOT APLICABLE</b>		

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR'S SUPERVISORY STAFF AND KEY PERSONNEL**

1. The following personnel would comprise the supervisory staff to be assigned by us to the construction site for fulfillment of the Contract.
2. The biographical data with relevant testimonials and details of experience of the above key personnel are attached to our Tender.

<b>S. No.</b>	<b>Proposed Assignment</b>	<b>Full Name</b>	<b>Age</b>	<b>Nationality</b>
	<b>NOT APLICABLE</b>			

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



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

Contract No:

Contract Value: \_\_\_\_\_

Contract Title: **Supply / Procurement of Fork Lifters 03 Nos.(03 Tons each) and 01 No. (15 Tons) Make/Model HELI, TCM, TOYOTA or equivalent For Cargo Handling Equipment Section.**

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP. In this regard, [name of Supplier], agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier], as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

**FORMS**

**TENDER BOND / BID SECURITY**

**PERFORMANCE SECURITY**

**CONTRACT AGREEMENT**

**ADVANCE BANK GUARANTEE**

**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

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

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees . \_\_\_\_\_(Rs. \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder)we, the Surety above named, are held and firmly bound unto \_\_\_\_\_  
(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for \_\_\_\_\_  
(Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time

specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT, the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

WITNESS:

Signature \_\_\_\_\_

1. \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

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

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with Address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and \_\_\_\_\_ firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

	_____ Guarantor (Bank)
Witness:	
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between \_\_\_\_\_ (hereafter called the "Employer") of the one part and \_\_\_\_\_ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Procurement, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Procurement and the remedying of any defects therein.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, via:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) The priced Bill of Quantities;
  - (h) The completed Appendices to Bid;
  - (i) The Specifications.
  - (j) \_\_\_\_\_ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Procurement and remedy defects therein conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Procurement as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

\_\_\_\_\_  
(Seal)

Signature of Employer

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)



**NOT APPLICABLE**

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

WHEREAS the \_\_\_\_\_  
(hereinafter called the Employer) has entered into a Contract for

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or tele fax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

**CONDITIONS OF CONTRACT**

**&**

**CONTRACT DATA**

# TABLE OF CONTENTS

## CONDITIONS OF CONTRACT

<b>Clause No.</b>	<b>Description.</b>	<b>Page No.</b>
1.	General Provisions	45
2.	The Employer	47
3.	Engineer's/Employer's Representatives	47
4.	The Contractor	48
5.	Design by Contractor	48
6.	Employer's Risks	49
7.	Remedying Defects	50
8.	Variations And Claims	50
9.	Contract Price And Payment	52
10.	Default	52
11.	Risks And Responsibilities	53
12.	Custom Duties and Taxes	53
13.	Resolution of Disputes	54
14.	Integrity Pact	54

## **CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions;**

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### **The Contract;**

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Employer's requirements to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Employer's drawings of the Procurement as listed in the Contract Data, and any Variation to such drawings.

##### **Persons;**

1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 "Party" means either the Employer or the Contractor.

##### **Dates, Times and Periods;**

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Procurement as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

## **Money and Payments;**

- 1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor including overheads and similar charges but does not include any allowance for profit.

## **Other Definitions;**

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Procurement but does not include Materials or Plant intended to form part of the Procurement.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Procurement by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Procurement.
- 1.1.17 "Site" means the places provided by the Employer where the Procurement are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 "Procurement" means any or all the procurement whether Supply, commissioning/testing etc. and to be performed by the Contractor and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## **1.2 Interpretation;**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## **1.3 Priority of Documents;**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy has found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law;**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications;**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations;**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Procurement.

**2. THE EMPLOYER**

2.1 **Provision of Site;**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.;**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Procurement.

2.3 **Engineer's/Employer's Instructions;**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Procurement including the suspension of all or part of the Procurement.

2.4 **Approvals;**

No approval, consent, or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

**3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

3.1 **Authorized Person;**

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

### **3.2 Engineer's/Employer's Representative;**

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Procurement.

## **4. THE CONTRACTOR**

### **4.1 General Obligations;**

The Contractor shall carry out the Procurement properly and in accordance with the Contract. The Contractor shall provide all supervision, labor and Contractor's Equipment which may be required.

### **4.2 Contractor's Representative;**

The Contractor shall appoint a representative on full time basis to supervise the execution of Procurement and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

### **4.3 Subcontracting;**

The Contractor shall not subcontract the whole of the Procurement. The Contractor shall not subcontract any part of the Procurement without the consent of the Employer.

### **4.4 Performance Security;**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee from a Bank having at least AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

## **5. DESIGN BY CONTRACTOR**

### **5.1 Contractor's Design;**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt, the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the



Procurement designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2 **Responsibility for Design;**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

## 6. **EMPLOYER'S RISKS**

### 6.1 **The Employer's Risks;**

The Employer's Risks are:-

- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Procurement;
- d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) Use or occupation by the employer of any part of the Procurement, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Procurement by the employer's personnel or by others for whom the Employer is responsible;

- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Procurement, for which the Contractor immediately notified to the employer and accepted by the employer.

## **7. REMEDYING DEFECTS**

### **7.1 Remediating Defects;**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification which is necessitated by the earlier execution of poor quality or use of below specifications material in the execution of Procurement and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding Procurement within a reasonable time shall entitle the Employer to carry out all necessary procurement at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### **7.2 Uncovering and Testing;**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any Procurement. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## **8. VARIATIONS AND CLAIMS**

### **8.1 Right to Vary;**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

## 8.2 **Valuation of Variations;**

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) If the Engineer/Employer so instructs, at day Procurement rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

## 8.3 **Early Warning;**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Procurement, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

## 8.4. **Valuation of Claims;**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Procurement, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

## 8.5 **Variation and Claim Procedure;**

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

## **9. CONTRACT PRICE AND PAYMENT**

### **9.1 (a) Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project.

### **9.2 Currency**

Payment shall be in the currency stated in the Contract Data. 11.6

## **10. DEFAULT**

### **10.1 Defaults by Contractor;**

If the Contractor abandons the Procurement, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen(14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one(21) days, terminate the Contract.

### **10.2 Default by Employer;**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Procurement.

If the default is not remedied within twenty eight(28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract.

## **11. RISKS AND RESPONSIBILITIES**

### **11.1 Contractor's Care of the Procurement;**

Subject to Sub-Clause 7.1, the Contractor shall take full responsibility for the care of the Procurement from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion. Responsibility shall then pass to the Employer. If any loss or damage happens to the Procurement during the above period, the Contractor shall rectify such loss or damage so that the Procurement conforms with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Procurement.

### **11.2 Force Majeure;**

If the event continues for a period of eighty-four (84) days, either Party may then give notice of termination, which shall take effect twenty-eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Procurement executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 8.4,
- b) Less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty-five (35) days of the notice of termination.

## **12. Customs Duties & Taxes**

The Contractor shall obtain all information as to any all taxes including sales Tax, Company Tax and other taxes FBR & SRB, import duties, port handling charges etc and be responsible for include same in the prices stated in his tender. No extra claim in this respect will be entertained. The clearance through customs of the material (All Types of Fork Lifters mentioned in BOQ with accessories) and other things required for the procurement is the responsibility of contractor. The contract price shall include cost of material, insurance, custom duty & taxes/levies payable by the contractor.

## **13. RESOLUTION OF DISPUTES**

### **13.1 Engineer's Decision;**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Procurement, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty-eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Procurement with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

### **13.2 Notice of Dissatisfaction;**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final.

### **13.3 Arbitration;**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

## **14 INTEGRITY PACT**

14.1 If the contractor or any of his Sub-contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix G to his Bid, then the Employer shall be entitled to:

- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

## **CONTRACT DATA**

### **Sub-Clauses of Conditions of Contract**

1.1.1	Supply / Procurement of Fork Lifters 03 Nos. (03 Tons each) and 01 No. (15 Tons) Make/Model HELI, TCM, TOYOTA or equivalent for PQA Cargo Handling Equipment Section
1.1.2	Manufacturer's specifications / Design / Literature in printed form / shape
1.1.3	Employer's Drawing, if any (To be listed by Employer).
1.1.4	Employer means Port Qasim Authority and represented by Director General (Technical)
1.1.5	Contractor means: _____
1.1.7	Commencement date means the date of issue of Notice to Commence the delivery which shall be issued within fourteen (14) days of signing of the Contract.
1.1.9	06 (six) months from signing of Contract.
1.1.17	Site means the place of delivery of Procurement / Fork Lifters intimated by Employer at Port Qasim.
1.1.20	Engineer / Employer's Representative means Director (M&E), Port Qasim Authority, Port Qasim, Karachi.
1.3	Documents forming Contract listed in the order of priority: <ul style="list-style-type: none"> <li>• Contract Agreement</li> <li>• Letter of Acceptance</li> <li>• Contract Data</li> <li>• Specifications</li> <li>• Special Stipulations</li> <li>• Drawings, if any</li> <li>• completed Form of Bid</li> <li>• Completed Schedules to Bid including Schedule of Prices/BOQ.</li> </ul>
2.1	Site shall be the place of Procurement / Fork Lifters intimated by the Employer at Port Qasim, Karachi.
3.1	Director (M&E), Port Qasim Authority, Port Qasim, Karachi.
3.2	Director (M&E), Port Qasim Authority, Port Qasim, Karachi.
4.3	Subcontracting not permitted.
4.4	Performance Security 10% of the Bid Amount/ Contract Price. The Performance Security shall be valid up to the end of Warranty / Guarantee / Maintenance / Defects Liability period of the contract. (Form: As provided under Standard Forms of these Documents)
5.1	Manufacturer's specifications / Design / Literature in printed form / shape
5.2	Engineer / Employer shall not be responsible for manufacturer's Specifications / Design / Literature in printed form / shape.

7.1	Warranty / Guarantee / Maintenance /Defects Liability period. 12 (twelve) months after delivery / acceptance of all Procurement / Fork Lifters at Port Qasim. The Performance Security shall be returned by the Employer to the Contractor within 30 (thirty) days after the Warranty / Guarantee / Maintenance /Defect Liability period.		
7.2	Testing / Uncovering of the Procurement / Fork Lifters shall be at the cost of the Contractor.		
8.2	As per 8.2 (b)		
8.4 & 8.5	Not Applicable.		
9.1(a)	Terms of payments: Payment of Contract Price shall be made in the following manner:		
	S. No	Payment Installment	Percentage of Contract Price / Amount
	1.	On delivery / acceptance of all Procurement / Fork Lifters at Port Qasim.	85% Rs. _____
	2.	On completion of Warranty / Guarantee / Maintenance / Defect Liability Period.	15% Rs. _____
		Total	Rs. _____
9.2	Currency of Payment: Pak. Rupees		
11.1	The Contractor shall be responsible for the rectification / Maintenance /defects of all Procurement / Fork Lifters till the end of the Warranty / Guarantee / Maintenance /Defect Liability period.		
13.3	Place of Arbitration: Karachi		



## **EVALUATION CRITERIA**

## **CRITERIA FOR EVALUATION OF TECHNICAL PROPOSAL**

The Port Qasim Authority has established the Evaluation Criteria for short listing of firms/companies. These include Registration with Relevant Engineering Authorities within the country, in which the project is being implemented.

The intention of the Port Qasim Authority is setting up such Criteria for evaluation of firms/companies for short listing is solely to give a fair and just opportunity to each and every firm to evaluate itself and will establish the necessary Transparency to the Evaluation process.

It is also required that the firms/Companies applying for tender documents must provide reliable and true information about itself and its key personnel.

The information requested for and provided by the firms/Companies with regards the firm's qualification must be signed individually by the authorized person himself certifying that the information supplied is true and factual.

In case any information supplied by the firm with regards to anything or its own experience or that of its key personnel is determined to be false, the firms will automatically be liable to be disqualified, debarred and its proposal rejected outright Contract terminated.

### **MANDATORY REQUIREMENT**

- 1- Registration with Income Tax & sales Tax department Federal Board of Revenue (FBR), Sindh Revenue Board (SRB), and are active on taxpayer list (ATL).
- 2- Registration with PPRA on E-Pak Acquisition & Disposal system (EPADS).

## **TECHNICAL EVALUATION CRITERIA**

Based on the record/ documentary evidence submitted by the bidders, each firm shall be ranked as per the under mentioned Evaluation Criteria:-

<b>S.#</b>	<b>Evaluation Requirement</b>	<b>Points</b>
1.	<b>Years of Experience</b> Establishment of the firm providing Fork Lifter (02 (two) points for each year up to a maximum of 10 points. SECP, FBR & any other official document to be attached).	10
2.	<b>Firm's Assignment: Up to 4 clients from following sectors:</b> i) Government / Semi Government / Armed Forces Clients (10 points) ii) Others (10 points) (copies of supply orders / letters / completion certificates of such clients to be attached. 5 (five) points for each client as mentioned above).	20
3.	<b>Total No. of Fork Lifters above (3 Tons) Supply in Pakistan, in last 10 (ten) Years</b> i) 10 Fork Lifter or more= 20 Points ii) 06 to 09 Fork Lifter= 15 Points iii) 03 to 05 Fork Lifter= 10 Points iv) Less than 03 Fork Lifter= 00 Points	20
4	<b>Financial Soundness</b> i) Average Working Capital from Last three years audited accounts (10 Points)  a) Minimum Working Capital Rs.5 Million (05 Points) b) 01 (one) Point for each Additional Rs. 1 Million subject to maximum Rs. 5 Million (05 Points)  ii) Average Gross Revenue from last three years audited accounts (10 Points)  a. Minimum Gross Revenue Rs.10 Million (05 Points) b. 01 (one) Point for each Additional Rs. 5 Million subject to maximum Rs. 5 Million (05 Points)	20
5	<b>Authorized Dealership</b> Certificate of Authorized Dealership/ Distribution (20 Points)	20
6	<b>Workshops / Service Centers Locations</b> Karachi & other Cities = 10 Points Karachi Only = 05 Points Other Cities = 00 Points	10
<b>Total Points</b>		<b>100</b>

### **Notes:**

- a. Bidder is wholly responsible for supplying, commissioning & testing of 03 Nos. (3 Tons) Fork Lifter & 01 No. (15 Tons) Fork Lifter at PQA.
- b. Minimum passing marks for technical qualification is 65 points besides compliance of all mandatory provisions.

# **BILL OF QUANTITIES**

**PORT QASIM AUTHORITY**  
(MECHANICAL & ELECTRICAL DEPARTMENT)

**Bill of Quantities**

**Name of Procurement:**

**SUPPLY / PROCUREMENT OF FORK LIFTERS 03 NOS.(03 TONS EACH) AND 01 NO. (15 TONS) MAKE / MODEL HELI, TCM, TOYOTA OR EQUIVALENT FOR CARGO HANDLING EQUIPMENT SECTION**

S.No	Description of Procurement	QTY	Unit	Unit Rate	Amount in Rs.
01	Supply / Procurement of (03 Tons) three Tons, Fork lifters Mechanical Equipment 4 wheel counter balance Forklift with ISUZU C-240 Japan Diesel Engine. Make HELI, TCM, TOYOTA or equivalent.  <u>Technical Data</u> - Lifting Capacity 03 Tons (3000 KGS) - Load Center 500 mm - Fuel Type: Diesel	03	Nos.		
02	Supply / Procurement of (15 Tons) fifteen Tons, Fork lifters Mechanical Equipment 4 wheel counter balance Forklift with CPCD150-CU-06IIG Make HELI, TCM, TOYOTA or equivalent.  <u>Technical Data</u> - Lifting Capacity 15 Ton (15000 KGS) - Load Center 600 mm - Fuel Type: Diesel	01	No.		

**Total Value of BOQ**

**=Rs. \_\_\_\_\_**

**Total value of BOQ in Words**

**(Rupees \_\_\_\_\_**

**only)**

Seal & Signature of Firm