

## DAILY THE NEWS

### DATED: 02-08-2024

	t Future						
A Great Heritage - A Vibrant Future Engineering Department							
TENDER NOTICE Tenders are invited by the Chief Engineer KPT, under PPRA Rule 36 (a) from Bidders registered with Government, Semi Government Department							
from Bidders registered with Government, Semi Go / Organizations or with any reputable client fo	vernment Department						
NAME & SCOPE OF WORK	DATE & TIME OF RECEIPT AND OPENING OF TENDER						
MAINTENANCE AND REPAIRS WORKS OF MASJID-E-SHIFA AT KEAMARI	20-08-2024 Receipt at						
The work mainly comprises of:	1000 Hrs						
Maintenance & Renovation of Washrooms.     Prepare the Surface for Grinding, Polishing.     Repairing Doors & Windows.	Opening at 1030 Hrs.						
Providing & Fixing Sewerage Pipe.     Repairing Underground & Overhead Tank.     Providing & Fixing Aluminum Doors & Windows	Tender Fee Rs. 3,000/- (Non Refundable)						
<ul> <li>Fees amounting to Rs. 3,000/- (Non-Refu security of the work which is Rs.200,000/- fit be submitted separately envelope alongwith submission of tender in Shape of pay Ord Account Officer KPT.</li> <li>The Mandatory requirement to be fulfill as mention a) Copy of latest Valid NTN, SRB Certificate b) Copy of Online Tax verification (fresh copy c) Updated Company Profile for those particip d) Copy of Valid PEC Registration Certificate e) Affidavit, that the firm is not defaulter in In nor blacklisted by any Organization.</li> <li>f) a. In case of companies and firms, last Financial Statements are to be provide average turnover of Rs. 7.0 (M).</li> <li>b. In case of individuals / sole proprietors returns filed with FBR are to provide turnover of Rs. 7.0 (M) on average for three Bidding Documents.</li> <li>h) All Submission will be duly Signed &amp; Starr 3. Only the FBR &amp; SRB Registered Bidders are bid with all Prescribed information completely Documents. Failure to do so may result in Non-responsive Bid.</li> <li>5. The Bid opening will take place in the Commi Works / Engineering Department, at 2nd Flo Building, Karachi on given date &amp; time</li> <li>6. The KPT may reject all bids or proposals at acceptance of a Bid or Proposal. The KPT works / Engineering Department, at 2nd Flo Building, Karachi on given date &amp; time</li> <li>8. The Bid opening will take place in the Commi Works / Engineering Department, at 2nd Flo Building, Karachi on given date &amp; time</li> <li>8. The KPT may reject all bids or proposals at acceptance of a Bid or Proposal. The KPT</li> <li>7. The Bidder must read the instructions co carefully especially the Para-2 in its true letter</li> </ul>	the Bid at the time of ers, in favor of Chief ed from (a to h). s. y of ATL). bating first time in KPT. b. come tax department three years Audited ed showing minimum s, last three years tax d showing minimum se years. I as mentioned in the filled as per Bidding the bid be treated as the Room of the Civil bor, KPT Head Office any time prior to the f shall upon request no submitted a Bid or ts or Proposals, but is intained in Para 1-5						
CHIEF ENGINEER KPT Head Office Building, Eduljee Dins Karachi 74000, UAN 111-KPT-111 Ph Fax-99214329-30 Website, www.kpt.gov.pk	shaw Road, 88 99214318 R						

### KARACHIPORTTRUST (PROCUREMENT DEPARTMENT)

Tender No. ADVT-2425-01

#### TENDER FOR PROCUREMENT OF GAS REFRIGERANT FOR THE YEAR OF 2024-25 ON F.O.R. BASIS.

- (1) Tender Notice
- (2) Instruction to Tenderers
- (3) The Tender
- (4) Standard Conditions of Contract for supply of Stores
- (5) The Schedule in duplicate. *(All details must be filled, in-reply)*
- (6) Integrity Pact
- (7) Declaration of Ultimate Beneficial Owners Information
- (8) Performa relating to Composition and Particulars of the tendering Firm
- (9) Performa of Bank Guarantee
- (10) PPRA 36-A

The complete set of this Tender document, duly filled in and priced, must be delivered at the office of the **Manager Procurement, Karachi Port Trust before 10:30 hours on 22-Aug-2024** in a sealed cover super scribed envelope.

Name: M/s. \_\_\_\_\_\_ Address: \_\_\_\_\_\_

<b>Contact Details:</b>	
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Manager Procurement Karachi Port Trust

Note:

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



## KARACHI PORT TRUST (PROCUREMENT DEPARTMENT)

#### **TENDER NOTICE**

1. Tender is invited from supplier / vendor for Procurement of GAS Refrigerant for the year 2024-2025 on

F.O.R. Basis on Ex Stock/Forwarded delivery basis for free delivery at Central Stores Depot, West Wharf KPT.

Complete details of the requirements, terms and instructions to the tenders are given in the Tender documents.

2. Tender documents can be collected from the office of the Manager Procurement on written request on the letter head of the party against non-refundable amount of  $\frac{\text{Rs.}2000/\text{-}}{\text{Rs.}2000/\text{-}}$  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. Cheque should be furnished seven clear days before the date of opening of the Tender.
- 3. Bank Guarantee should accompany the technical offer.
- 4. 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 value within 14 days of the acceptance of the tender and if he fails to do so the Earnest money deposit shall be confiscated. Bank Guarantee towards security deposit will be accepted.

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 Tender Box** 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 **22-Aug-2024** 

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

Manager Procurement Karachi Port Trust



## KARACHI PORT TRUST (PROCUREMENT DEPARTMENT)

#### **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 special conditions of contract, 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 Procurement KPT Karachi placed in a cover duly sealed and superscripted with the words Tender No. *ADVT-2425-01* for **Procurement of GAS Refrigerant for the year 2024**-

#### 2025 on F.O.R. Basis.

iii. The tender must be either 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. EARNEST MONEY DEPOSIT:-

a) At the time of tender, it is required to submit a Pay Order amounting to Rs. 70,000/- in the name of Chief Accounts Officer KPT, as earnest money deposit in the following manner with bid:-

- 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.
- iii) Cheque drawn on bank in Karachi should be furnished 7 clear days before the date of opening of tender. Up-country cheques should be furnished 15 days before the opening of 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). Should any Tenderer withdraw their tender before its acceptance or before the opening date of the Tender, or 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</u> <u>OF 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 east or west wharves, 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. <u>ACCEPTANCE OR REJECTION OF THE TENDER</u>: -





#### KARACHIPORT TRUST (PROCUREMENT DEPARTMENT)

- a). Tenderer will be required to conform strictly to all the terms and conditions stipulated in the tender. <u>Tender</u> will not be considered unless both the **"The Tender"** and the Schedule of **"Requirement"** are signed and rubber stamped and are not Trust form.
- 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 Performance Security 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 Bid Security deposit 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 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. **INTEGRITY PACT: -**

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.

#### 10. <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.

#### 11. VALIDITY OF OFFER: -

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



## KARACHI PORT TRUST (PROCUREMENT DEPARTMENT)

#### THE TENDER

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

#### Procurement of GAS Refrigerant for the year 2024-2025 on F.O.R. Basis

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. 70,000/-** 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.	Ι	/	We	have	deposited	the	Earnest	money	of	Rs.		in	cash	vide	Challan
No							date	d			_ by Pay Order No.				dated

\*Detail whatever is not applicable.

#### **TENDERER/S**

(Full Signature)

Signed by Mr.\_\_\_\_

For & on behalf of: M/s.



## KARACHIPORT TRUST (PROCUREMENT DEPARTMENT)

#### Standard Conditions of Contract for Supply of Stores

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### **KARACHIPORT TRUST** (PROCUREMENT DEPARTMENT)

#### **Standard Conditions of Contract for Supply of Stores**

Definition	1 Throughout these models are for the second state of the second s
Definitions:	1. Throughout these conditions, the special Conditions & the Specifications here to annexed the terms: -
	(1). <b>"Board</b> " means Board of Trustees of Karachi Port Trust its successors or assigns.
	(2). <b>"Indenter"</b> means any officer authorized by the Board to order Stores.
	(3). <b>"Inspecting Officer"</b> means the person, firm of department nominated by the Board to inspect the Stores on its
	behalf & he deputies of the Inspecting Office so nominated by the Board.
	(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.
	(5). <b>"Sub Contractor</b> " 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.
	(6). "Contract" shall mean the agreement made between the Board & the Contactor for the supply of the Stores
	defined 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.
	(7). <b>"Tender"</b> shall mean the offer Tendered by the Contractor to the Board for the supply of the Stores governed by
	the Contract.
<u> </u>	(8). <b>"Drawings"</b> mean the drawings exhibited or provided for the guidance of the Contractor.
Contract:	2. 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	3. Unless otherwise agreed between the board and the contractor, the contractor shall within, 14 days written notice of
Deposit:	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:	4. 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:	5. 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:	6. 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 &	7. The time for and the date of delivery or dispatch stipulated in the tender for the delivery or dispatch of the Stores
date of	shall be deemed to be the essence of the Contract & should the Contractor fail to deliver or dispatch the Stores or any
delivery or	consignment there-of, within the period prescribed for such delivery or dispatch, the Board shall be entitled to
Dispatch the	withhold payment until the whole of the Stores has been supplied & to recover from the Contractor has agreed
Essence of the	liquidated damages and not by way of penalty a sum of one half percent of the price of any Stores which the
Contract.	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	8. If such failure aforesaid shall have arisen from war, insurrection, restrain imposed by Government Act of
Time of	Legislature of other authority stoppage on hindrance in the supply of raw materials of fuel, explosion, accident, strike,
Delivery.	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
ANAGEA	reason of claim for any such loss or damage as aforesaid and its decision thereon shall be final provided that in such
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#### KARACHIPORTTRUST (PROCUREMENT DEPARTMENT)

	(PROCUREMENT DEPARTMENT)
	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 of Drawing specification & Pattern. Drawings.	<ul> <li>9. When Tenders are called for in accordance with a drawing, specification or scaled pattern, the contractors Tender to supply in accordance with such drawing, specification or scaled pattern shall be deemed to be admission on his part that 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.</li> <li>10. 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.</li> </ul>
Inspection Notice.	<b>11.</b> When inspection during manufacture or before delivery or dispatch is required notice in writing shall be sent by the 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 work necessary for completion of the contract.	<b>12.</b> The Contractor shall pay charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawing, term latest, models and gauges and for all such measures as the Board or the Inspecting Officer may deem necessary for proper completion of the Contract through special provision therefore may not be made in the Specification or the Drawings.
Execution of the contract.	<b>13.</b> The whole Contractor whole contract is to be executed in the most approved and workman like manner to the entire satisfaction of the Board & of the Inspecting Officers each of whom personally and by any deputy appointed on their 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 responsibility	<b>14.</b> The Contractor is to be entirely and solely responsible for the execution of the contract in all respects in accordance 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.
Indemnify	<b>15.</b> The Contractor shall at all times indemnify the Board against all claims which may be made in respect of the stores for 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 any litigation that may arise there from.
Sub: Letting Contract	<b>16.</b> The Contractor shall let or assign this Contract or any part thereof without the written permission of the Board in the 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 material	17. All packing cases, containers, packing and other similar materials shall unless otherwise agreed be supplied by the Contractor free of charge and will not be returned. Every Bale or package shall be clearly marked with the Contractor's 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 of Delivery or Dispatch.	<b>18.</b> Notification of dispatch and expected delivery in regard to each and every consignment shall be made to the Indenter immediately upon dispatch. The Contractor shall further supply to the indenter a priced invoice and packing account of all 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 enable the Indenter to check the Stores on arrival at destination.
Removal of Rejection	<b>19.</b> Any Stores submitted for inspection and rejected by the Inspecting Officer shall be removed by the Contractor within 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 right to dispose of such Stores as it thinks fit at the Contractor's risk and on his account.
System of payment.	<b>20.</b> Unless otherwise agreed between the Board and the Contractor, payment for stores will be made by the Chief Accounts Officer, Karachi Port Trust. 100 percent of the contract price will be paid after inspection and acceptance on 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 Commission etc.	<b>21.</b> Any bride, commission, gift or advantage given promised of offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the Board or any person 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
* K.P.T. *	



#### KARACHIPORTTRUST (PROCUREMENT DEPARTMENT)

	sufficient, and its decision shall be final conclusive.
-	
Law	<b>22.</b> 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.





#### KARACHIPORT TRUST (PROCUREMENT DEPARTMENT)

#### SCHEDULE OF REQUIREMENT FOR TENDER NO. GFP-2425 -01 OPENED ON 22-Aug-2024

ITEM	DESCRIPTION OF MATERIAL REQUIRED	QTY REQ.	UNIT RATE	UNIT RATE QUOTED FOR FREE DELIVERY AT THE CENTER STORES DEPOT WWHARF (IN WORDS)	TOTAL RATE QUOTED FOR FREE DELIVERY AT THE CENTER STORES DEPOT W/WHARF	BRAND NAME, COUNTRY OF MANUFACTURER, NAME & ADDRESS OF MANUFACTURER	PERIOD REQUIRED FOR DELIVERY	REMARKS (IF ANY)
1	2	3	4	5	6	7	8	9
1	Gas Refrigerant Freon 22 in 13.60 Kg Cylinder	761.6 Kg						

#### Terms & Condition:

- Contract duration for a period of One (01) year.
- Items are required as per above Tender specification.
- Payment will be made as per KPT Rule (After delivery of goods).
- Delivery: Within 7 days (As and when required basis)
- G.S.T. should clearly be mentioned if applicable.
- Provision of Audited Financial Statements for the last 03 years having minimum average turnover of Rs. 3.5 Million or in case of individuals/for sole proprietors, tax returns filled with FBR are to be provided showing minimum turnover of Rs. 3.5 Million on average.

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





#### DECLARATION OF FEE, COMMISSION AND BROKERAGE ETC.

#### PAYABLE BY THE SUPPLIERS OF GOODS IN CONTRACTS WORTH RS.10 MILLION OR MORE.

Contract No:	Dated:	
Contract value: Rs.		
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 anv rights and remedies exercised bv 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



### KARACHIPORT TRUST (PROCUREMENT DEPARTMENT)

#### 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 Liability Partnership/ Association of Persons/Single Member Company/ Partnership Firm /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 or interest 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).



# KARACHI PORT TRUST (PROCUREMENT DEPARTMENT)

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

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)		
5.	GIR / 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 **Mr.**\_\_\_\_\_ For & on behalf of

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

Dated:



#### KARACHIPORT TRUST (procurement department)

#### BANK GUARANTEE BOND IN LIEU OF EARNEST MONEY

Rs.....

Adhesive Stamp.

NOW ALL MEN BY THESE PRESENTS that we

#### (Name of the Bank)

	successors, executors and administrators TO PAY to t PORT TRUST (hereinafter called the BOARD) on dema	
to	the	tenderers
(		
	)	
	(Name of Tenderers)	
and without further question of the	sum of Rs.	
	(In wards)	
(Say Rs		)
	(In figures)	
WHERAS the tenderers (	-	)
	(Name of the Tenderers)	
have tendered for the work of		
	(Title of work)	
requiring an earnest money amount	ting to Rs	
	(In figures)	
say Rs		to be deposited with
	(In words)	
•	n (the tenderers) to abide by their tender for a period of	days
From the date		
(Date of opening of	the tender)	
NOW the condition of the above w	ritten bond is that;	

will be made on the first demand of the Board through their Chief Account Officer and without reference to the Tenderers should the Tenderers withdraw the offer within the aforesaid period expiring on ...... or in case their tender accepted fail to execute the formal contract Agreement and or make the required Security Deposit in times of the Standard Tender Documents issued by the Board 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).

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).







was hereinto affixed in the presence of:

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

#### a) Single Stage – One envelope procedure: -

Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

XXXXXXXX



#### TENDER FOR PROCUREMENT OF ROPE WIRE STEEL GALVANIZED FOR USE ON KPT CRAFTS ON F.O.R. BASIS

A

- (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

Telephone No.

The complete set of this Tender document, duly filled in, must be delivered at the office of the **Manager Procurement, Karachi Port Trust before 10:30 hours on 22-Aug-2024** in a sealed cover super scribed envelope. Details of the bidder;

Name: M/s. \_\_\_\_\_\_Address: \_\_\_\_\_

P	
Email address	

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

Manager Procurement Karachi Port Trust

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



TENDER NOTICE

Tender is invited for Procurement of Rope Wire Steel Galvanized for use on KPT Crafts on F.O.R.
 Basis, on Ex Stock/Forwarded delivery basis for free delivery at Central Stores Depot, West Wharf KPT. Complete details of the requirements, terms, instructions and evaluation criteria are given in the Tender documents.

2. Tender documents can be collected from the office of the Manager Procurement on written request on the letter head of the party against non-refundable amount of **Rs.2000/-** 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. Cheque should be furnished seven clear days before the date of opening of the Tender.
- 3. Bank Guarantee should accompany the technical offer.
- 4. 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** value within 14 days of the acceptance of the tender and if he fails to do so the Earnest money deposit shall be confiscated. Bank Guarantee will also not be accepted towards security deposit.

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 Tender Box** 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 **22-Aug-2024** 

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

Manager Procurement Karachi Port Trust

#### **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 special conditions of contract, 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 Procurement KPT Karachi placed in a cover duly sealed and superscripted with the words Tender No. GFP-2324-9 for of Procurement of Rope Wire Steel Galvanized for use on KPT Crafts on F.O.R. Basis.

iii. The tender must be either 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. 600,000/-** in the name of **Chief Accounts Officer KPT**, as earnest money deposit with 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.
- iii) Cheque drawn on bank in Karachi should be furnished 7 clear days before the date of opening of tender. Up-country cheques should be furnished 15 days before the opening of 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 east or west wharves, 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. <u>ACCEPTANCE OR REJECTION OF THE TENDER</u>: -

- a). Tenderer will be required to conform strictly to all the terms and conditions stipulated in the tender. <u>Tender</u> will not be considered unless both the **"The Tender"** and the Schedule of **"Requirement"** are signed and rubber stamped and are not Trust form.
- 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 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. EXECUTION OF AGREEMENT: -

- 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.



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 Rope Wire Steel Galvanized for use on KPT Crafts on F.O.R. Basis

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. 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. 600,000/-** 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.	Ι	/	We	have	deposited	the	Earnest	money	of	Rs.		in	cash	vide	Challan
No							date	d			_ by Pay Order No.				dated

\*Detail whatever is not applicable.

#### **TENDERER/S**

(Full Signature)

Signed by Mr.	

For & on behalf of: M/s.

#### **Standard Conditions of Contract for Supply of Stores**

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#### Standard Conditions of Contract for Supply of Stores

Definitions:	1. Throughout these conditions, the special Conditions & the Specifications here to annexed the terms: -
	(1). "Board" means Board of Trustees of Karachi Port Trust its successors or assigns.
	(2). <b>"Indenter</b> " means any officer authorized by the Board to order Stores.
	(3). <b>"Inspecting Officer"</b> means the person, firm of department nominated by the Board to inspect the Stores on its behalf & he deputies of the Inspecting Office so nominated by the Board.
	(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.
	(5). <b>"Sub Contractor"</b> 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.
	(6). "Contract" shall mean the agreement made between the Board & the Contactor for the supply of the Stores defined
	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.
	(7). <b>"Tender"</b> shall mean the offer Tendered by the Contractor to the Board for the supply of the Stores governed by the
	Contract.
	(8). "Drawings" mean the drawings exhibited or provided for the guidance of the Contractor.
Contract:	2. 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	3. Unless otherwise agreed between the board and the contractor, the contractor shall within, 14 days written notice of
Deposit:	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
ANAGER	manner aforesaid and with period specified. Such failure shall constitute a breach of contract and the Board shall be
KP.T.	

	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 &	7. The time for and the date of delivery or dispatch stipulated in the tender for the delivery or dispatch of the Stores shall
date of	be deemed to be the essence of the Contract & should the Contractor fail to deliver or dispatch the Stores or any
delivery or Dispatch the Essence of	consignment there-of, within the period prescribed for such delivery or dispatch, the Board shall be entitled to withhold 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
the Contract.	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 of Drawing specification & Pattern.	<b>9.</b> When Tenders are called for in accordance with a drawing, specification or scaled pattern, the contractors Tender to supply in accordance with such drawing, specification or scaled pattern shall be deemed to be admission on his part that 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.	10. 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 Notice.	11. When inspection during manufacture or before delivery or dispatch is required notice in writing shall be sent by the 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 work necessary for completion	<b>12.</b> The Contractor shall pay charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawing, term latest, models and gauges and for all such measures as the Board or the Inspecting Officer may deem necessary for proper completion of the Contract through special provision therefore may not be made in the Specification or the Drawings.
of the contract.	
Execution of the contract.	13. The whole Contractor whole contract is to be executed in the most approved and workman like manner to the entire satisfaction of the Board & of the Inspecting Officers each of whom personally and by any deputy appointed on their 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 responsibility	14. The Contractor is to be entirely and solely responsible for the execution of the contract in all respects in accordance 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.
Indemnify	15. The Contractor shall at all times indemnify the Board against all claims which may be made in respect of the stores for 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
TUD-T *	- conductor or the sume and the conductor shall be at notity at his own expense to conduct negotiation for settlement of
* K.P.T.)	

~	any litigation that may arise there from.
Sub: Letting Contract	<b>16.</b> The Contractor shall let or assign this Contract or any part thereof without the written permission of the Board in the 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 material	<b>17.</b> All packing cases, containers, packing and other similar materials shall unless otherwise agreed be supplied by the Contractor free of charge and will not be returned. Every Bale or package shall be clearly marked with the Contractor's 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 enable the Indenter to check the Stores on arrival at destination.
Removal of	19. 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 right to dispose of such Stores as it thinks fit at the Contractor's risk and on his account.
System of payment.	<b>20.</b> Unless otherwise agreed between the Board and the Contractor, payment for stores will be made by the Chief Accounts Officer, Karachi Port Trust. 100 percent of the contract price will be paid after inspection and acceptance on 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 Commission etc.	<b>21.</b> Any bride, commission, gift or advantage given promised of offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the Board or any person 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 conclusive.
Law Governing the Contract	<b>22.</b> This contract shall be governed by the laws of Pakistan Resort to court by either of the parties in respect of any dispute should be made only to an appropriate court within the limits of the Karachi Division.
Marginal	<b>23.</b> The marginal heading of clauses of the conditions hereto shall not affect the construction thereof.
Headings	20. The marginal nearing of elauses of the conditions hereto shall not affect the construction thereof.
Arbitration	24. 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.





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#### KARACHIPORTTRUST (PROCUREMENT DEPARTMENT)

#### SCHEDULE OF REQUIREMENT FOR TENDER NO. GFP-2324-9 OPENED ON 22-Aug-2024

ITEM	DESCRIPTION OF MATERIAL REQUIRED	QTY	UNIT	UNIT RATES (QUOTED)		(QUOTED)		(QUOTED)		(QUOTED)		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	IN FIGURE 5	IN WORDS 6	7	8	9	10						
1.	ROPE WIRRE STEEL GALVANIZED (FOR BARGE HAULING WIRES) DIA <b>22MM</b> CONSTRUCTION 6X36 WS+IWRC TESNSILE STRENGTH 1770 N/MM2, CONSTRUCTION OF STRAND 1-7-7-7-14 IN LENGTH OF 60 METERS EACH COIL. (FOR BD AFTAB)	02	COIL												
2.	ROPE WIRE STEEL GALVANIZED SIZE <b>18MM</b> DIA 6X36 CONST IN 305 METER COIL (FOR CSD MINHAL)	01	COIL												
3.	ROPE WIRE STEEL GALVANIZED DIA <b>38 MM</b> CONST 6X41+ STEEL CORE TYPE WARRINGTON SEALS HEAVILY GALVANIZED <b>RIGHT HAND</b> <b>CROSS LAY</b> / REGULAR LAY BREAKING LOAD 96.0 TONS TENSILE STRENGTH 180 TO 199 KG/MM SQUARE FITTINGS PROVIDED WITH A SOCKET (THIMBLE) AT ONE END, OTHER END WITH WELDED LINK, IN LENGTH OF 276 METER (FOR FC HATHI)	02	COIL												
4.	ROPE WIRE STEEL GALVANIZED DIA <b>38 MM</b> CONST 6X41+ STEEL CORE TYPE WARRINGTON SEALS HEAVILY GALVANIZED <b>LEFT HAND</b> <b>CROSS LAY</b> / REGULAR LAY BREAKING LOAD 96.0 TONS TENSILE STRENGTH 180 TO 199 KG/MM SQUARE FITTINGS PROVIDED WITH A SOCKET (THIMBLE) AT ONE END, OTHER END WITH WELDED LINK, IN LENGTH OF 276 METER. (FOR FC HATHI)	02	COIL												
5.	ROPE WIRE STEEL GALVAINIZED SIZE <b>18 MM</b> DIA 6X36 CONST (FOR TSHD ABUL)	100	METER												





#### Terms & Condition:

- "Mandatory" Provision of Audited Financial Statements for the last three years having minimum average turnover of Rs. 30 Million or in case of individuals/for sole proprietors, tax returns with financials portraying turnover of Rs. 30 Million subjected to FBR for tax returns.
- Payment will be made as per KPT Rule (After delivery of goods).
- Warranty should clearly be mentioned.

SIGNATURE OF TENDERERS WITH RUBBER STAMP OF THE FIRM





#### **Technical Evaluation Criteria**

1	<u>Manufacturer / Sole Agents / Dealers /</u> <u>Contractors / Suppliers</u>	30 Marks			
a	O.E.M.	30 Marks			
	OR	OR			
b (i)	Sole Agents/Dealers/Contractors/Suppliers	15 Marks			
b (ii)	Brand, Make & Country of Manufacturing.	15 Marks			
2	<b>Compliance of Schedule of Requirement</b>	20 Marks			
a	Compliance all items of BOQ	10 Marks			
b	Technical Specification of BOQ	10 Marks			
3	Financial Credibility (Mandatory Requirement)	20 Marks (Qualif	ying 14)		
	<b>Turnover</b> (Audited financial statements for the last three years are to be kept showing minimum turnover	i. Rs. 40 Million & above	20 Marks		
a	of Rs. 30 million on average.)	ii. Rs. 35 M to 40 M	16 Marks		
a	For sole proprietors, tax returns with financials	iii. Rs.30 M to 35 M	14 Marks		
	portraying turnover of Rs. 30 million subjected to FBR for tax returns.	iv. Below 30 Million	00 Marks		
4	Past Experience	20 Marks			
	Understalling for the Dest and without of herein and in	i. > 05 years	20 Marks		
	Undertaking for the Past experience of business in	ii. = 05 years	18 Marks		
	dealing with tendering procedure and client list with contact numbers	iii. > 03 years	16 Marks		
		iv. < 03 yrs	14 Marks		
5	<u>Delivery Period / Time</u>	10 Marks			
		i. 45 days	10 Marks		
	Delivery Period / Time	ii. 60 days	09 Marks		
		iii. 90 days	08 Marks		
		iv. More than 90 days 07 Marks			
	Total	100 Marks	S		
	Minimum Qualifying Marks 70 % in category 3, 4 & 5 above.				



#### KARACHIPORT TRUST (procurement department)

#### **INTEGRITY PACT**

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

Contract 1	No:		Dated:		_	
Contract 7	Title:					
Pakistan o	1/s le procurement of or any administr ny corrupt busine	rative subdivision	ight, interest, privile or agency thereof	ege or other obligation of the set of the se	y declares that it ation or benefit for ty owned or con	has not obtained or form Government of trolled by it (GOP)
warrants t agreed to through an sharehold as consult	that it has fully give and shall r ny natural or jur er, sponsor or su ation fee or othe or other obligation	declared the brok not give or agree ridical person, inclusidiary, any con erwise, with the ob	to give to anyone luding its affiliate, mmission, gratifica bject of obtaining on	, fees etc. paid or within or outside agent, associate, b tion, bribe, finder' inducing the proc	payable to anyou Pakistan either d roker, consultant s fee or kickback curement of a com	represents and ne and not given or lirectly or indirectly , director, promoter, , whether described ntract, right, interest, n expressly declared
						le and will make full ansaction with GOP n, representation or
for makin the purpo other obli	g any false decla se of this declar gation or benefit	aration, not makin ration, representat t obtained or proc	g full disclosure, m tion and warranty.	isrepresenting fact It agrees that any hall, without preju	s or taking any ac contact, right, in dice to any other	y and strict liability ction likely to defeat nterest, privilege or r right and remedies
			and remedie		by GOP i emnify GOP for a compensation to	in the regard, any loss or damage 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



### KARACHI PORT TRUST (PROCUREMENT DEPARTMENT)

#### 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 Liability Partnership/ Association of Persons/Single Member Company/ Partnership Firm /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 or interest 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).



## KARACHI PORT TRUST (PROCUREMENT DEPARTMENT)

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

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)





## K A R A C H I P O R T T R U S T (procurement department)

# **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.	





#### K A R A C H I P O R T T R U S T (procurement department)

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 Mr
For & on behalf of
M/s

Dated:



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

#### BANK GUARANTEE BOND IN LIEU OF EARNEST MONEY

Rs.....

Adhesive Stamp.

# NOW ALL MEN BY THESE PRESENTS that we

	(Name of the Bank)
POF to	hereby bind ourselves and our successors, executors and administrators TO PAY to the TURSTEES OF THE RT OF KARACHI, KARACHI PORT TRUST (hereinafter called the BOARD) on demand and without reference the tenderers
	(Name of Tenderers)
and	without further question of the sum of Rs.
	(In wards)
	(In figures) ERAS the tenderers ()
	(Name of the Tenderers)
	e tendered for the work of
-	iring an earnest money amounting to Rs
say	Rsto be deposited with (In words)
	achi Port Trust and binding then (the tenderers) to abide by their tender for a period of days n the date
	(Date of opening of the tender) W the condition of the above written bond is that;
1.	Payment of Rs (Say Rs
	(In figures) (In words)
Ten in ca in ti	be made on the first demand of the Board through their Chief Account Officer and without reference to the derers should the Tenderers withdraw the offer within the aforesaid period expiring on
·	nonths from the date of opening of the tender or till such extended time as the Bank may agree from time to time ugh a letter).
	s validity for lodgment of claims shall remain in full force any and effect till or till such extended as the Bank may agree from time to time through a letter.
	nonths from the date of opening of the tender or till such extended time as the Bank may agree from time to time ugh a letter).
SIG	NED SEALED AND DELIVERED by the said

was hereinto affixed in the presence of:

(Name of Bank)



# 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



#### **TENDER FOR PROCUREMENT OF FLIPPER DELTA ANCHORS ON F.O.R. BASIS**

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- (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, Karachi Port Trust before 10:30 hours on 22-Aug-2024** in a sealed cover super scribed envelope. Details of the bidder;

Name: M/s	-
Address:	
Telephone No	
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 Flipper Delta Anchors on F.O.R. Basis**, on Ex Stock/Forwarded delivery basis for free delivery at Central Stores Depot, West Wharf KPT. Complete details of the requirements, terms, instructions and evaluation criteria are given in the Tender documents.

2. Tender documents can be collected from the office of the Manager Procurement on written request on the letter head of the party against non-refundable amount of **Rs.2000/-** 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. Cheque should be furnished seven clear days before the date of opening of the Tender.
- 3. Bank Guarantee should accompany the technical offer.
- 4. 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 value within 14 days of the acceptance of the tender and if he fails to do so the Earnest money deposit shall be confiscated. Bank Guarantee will also not be accepted towards security deposit.

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 Tender Box** 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 **22-Aug-2024** 

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

Manager Procurement Karachi Port Trust

#### **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 special conditions of contract, 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 Procurement KPT Karachi placed in a cover duly sealed and superscripted with the words Tender No. GFP-2324-9 for of Procurement of Rope Wire Steel Galvanized on F.O.R. Basis.

iii. The tender must be either 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. 360,000/-** in the name of **Chief Accounts Officer KPT**, as earnest money deposit with <u>technical bid</u> 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.
- iii) Cheque drawn on bank in Karachi should be furnished 7 clear days before the date of opening of tender. Up-country cheques should be furnished 15 days before the opening of 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 east or west wharves, 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. <u>ACCEPTANCE OR REJECTION OF THE TENDER</u>: -

- a). Tenderer will be required to conform strictly to all the terms and conditions stipulated in the tender. <u>Tender</u> will not be considered unless both the **"The Tender"** and the Schedule of **"Requirement"** are signed and rubber stamped and are not Trust form.
- 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 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. EXECUTION OF AGREEMENT: -

- 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.



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 Flipper Delta Anchors on F.O.R. Basis

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. 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. 360,000/-** 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.	Ι	/	We	have	deposited	the	Earnest	money	of	Rs.		in	cash	vide	Challan
No							date	d			_ by Pay Order No.				dated

\*Detail whatever is not applicable.

# **TENDERER/S**

(Full Signature)

For & on behalf of: M/s.

# **Standard Conditions of Contract for Supply of Stores**

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# Standard Conditions of Contract for Supply of Stores

Definitions:	1. Throughout these conditions, the special Conditions & the Specifications here to annexed the terms: -
	(1). "Board" means Board of Trustees of Karachi Port Trust its successors or assigns.
	(2). <b>"Indenter</b> " means any officer authorized by the Board to order Stores.
	(3). <b>"Inspecting Officer"</b> means the person, firm of department nominated by the Board to inspect the Stores on its behalf & he deputies of the Inspecting Office so nominated by the Board.
	(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.
	(5). <b>"Sub Contractor"</b> 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.
	(6). "Contract" shall mean the agreement made between the Board & the Contactor for the supply of the Stores defined
	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.
	(7). <b>"Tender"</b> shall mean the offer Tendered by the Contractor to the Board for the supply of the Stores governed by the
	Contract.
	(8). "Drawings" mean the drawings exhibited or provided for the guidance of the Contractor.
Contract:	2. 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	3. Unless otherwise agreed between the board and the contractor, the contractor shall within, 14 days written notice of
Deposit:	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
ANAGER	manner aforesaid and with period specified. Such failure shall constitute a breach of contract and the Board shall be
KP.T.	

	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 &	7. The time for and the date of delivery or dispatch stipulated in the tender for the delivery or dispatch of the Stores shall
date of	be deemed to be the essence of the Contract & should the Contractor fail to deliver or dispatch the Stores or any
delivery or Dispatch the Essence of	consignment there-of, within the period prescribed for such delivery or dispatch, the Board shall be entitled to withhold 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
the Contract.	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 of Drawing specification & Pattern.	<b>9.</b> When Tenders are called for in accordance with a drawing, specification or scaled pattern, the contractors Tender to supply in accordance with such drawing, specification or scaled pattern shall be deemed to be admission on his part that 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.	10. 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 Notice.	11. When inspection during manufacture or before delivery or dispatch is required notice in writing shall be sent by the 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 work necessary for completion	<b>12.</b> The Contractor shall pay charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawing, term latest, models and gauges and for all such measures as the Board or the Inspecting Officer may deem necessary for proper completion of the Contract through special provision therefore may not be made in the Specification or the Drawings.
of the contract.	
Execution of the contract.	13. The whole Contractor whole contract is to be executed in the most approved and workman like manner to the entire satisfaction of the Board & of the Inspecting Officers each of whom personally and by any deputy appointed on their 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 responsibility	14. The Contractor is to be entirely and solely responsible for the execution of the contract in all respects in accordance 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.
Indemnify	15. The Contractor shall at all times indemnify the Board against all claims which may be made in respect of the stores for 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
TUD-T *	- conductor or the sume and the conductor shall be at notity at his own expense to conduct negotiation for settlement of
* K.P.T.)	

~	any litigation that may arise there from.
Sub: Letting Contract	<b>16.</b> The Contractor shall let or assign this Contract or any part thereof without the written permission of the Board in the 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 material	<b>17.</b> All packing cases, containers, packing and other similar materials shall unless otherwise agreed be supplied by the Contractor free of charge and will not be returned. Every Bale or package shall be clearly marked with the Contractor's 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 enable the Indenter to check the Stores on arrival at destination.
Removal of	19. 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 right to dispose of such Stores as it thinks fit at the Contractor's risk and on his account.
System of payment.	<b>20.</b> Unless otherwise agreed between the Board and the Contractor, payment for stores will be made by the Chief Accounts Officer, Karachi Port Trust. 100 percent of the contract price will be paid after inspection and acceptance on 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 Commission etc.	<b>21.</b> Any bride, commission, gift or advantage given promised of offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the Board or any person 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 conclusive.
Law Governing the Contract	<b>22.</b> This contract shall be governed by the laws of Pakistan Resort to court by either of the parties in respect of any dispute should be made only to an appropriate court within the limits of the Karachi Division.
Marginal	<b>23.</b> The marginal heading of clauses of the conditions hereto shall not affect the construction thereof.
Headings	20. The marginal nearing of elauses of the conditions hereto shall not affect the construction thereof.
Arbitration	24. 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.





**A** 



#### KARACHIPORT TRUST (procurement department)

#### SCHEDULE OF REQUIREMENT FOR TENDER NO. GFP-2324-8 OPENED ON 22-Aug-2024

ITEM	DESCRIPTION OF MATERIAL REQUIRED	QTY	UNIT	UNIT R. (QUOT		TOTAL PRICE FOR FREE DELIVERY AT THE CENTRAL STORES DEPOT,	TRADE / BRAND NAME, COUNTRY OF MANUFACTURER	DELIVERY PERIOD	REMARKS
				IN FIGURE	IN WORDS	W/W			REMARKS 10
1	2	3	4	5	6	7	8	9	10
1.	FILPPER DELTA ANCHOR 3000 KG AS PER ATTACHED DRAWING (ANNEXURE-A)	1	EACH						
2.	FILPPER DELTA ANCHOR 2500 KG AS PER ATTACHED DRAWING (ANNEXURE-A)	1	EACH						

## Terms & Condition:

• "Mandatory" Provision of Audited Financial Statements for the last three years having minimum average turnover of Rs. 20 Million or in case of individuals/for sole proprietors, tax returns with financials portraying turnover of Rs. 20 Million subjected to FBR for tax returns.

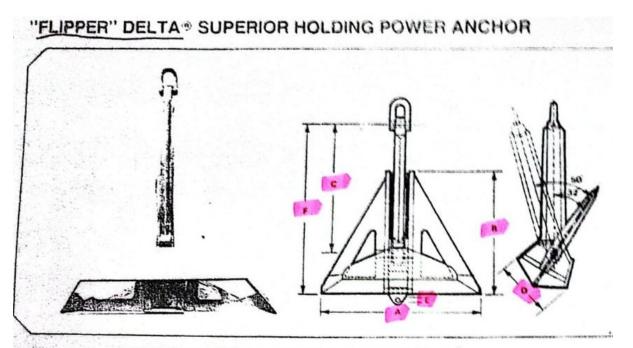
- Payment will be made as per KPT Rule (After delivery of goods).
- Warranty should clearly be mentioned.

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





ANNEXURE-A



# APPROX. WEIGHTS AND DIMENSIONS

Ancho			Dimensi	ons in m	m		Shackle	Eye
Weigh Kg	A	8	C)	D	E	F	Dia	
1000	1	1560	1755	740	45	2605	52	50
1500		1800	2025	840	45	2660	60	50
2000	2470	2000	2250	930	50	2960	70	60
2500	2660	2130	2395	1005	52	3150	70	60
-3000	2830	2285	2565	1070	55	3380	80	60
3500	3000	2400	2700	1120	55	3550	80	70
4000	3180	2560	2880	1190	65	3790	90	60
- 5000	3300	2660	2995	1260	75	3945	100	70
6000	3560	2870	3230	1345	75	4250	100	80
7000	3750	2995	3365	1405	78	4440	110	90
7500	3850	3080	3465	1435	85	4565	110	90
9000	4130	3320	3735	1550	85	4925	125	100
10000	4270	3400	3825	1600	85	5040	125	100
12000	4530	3600	4050	1705	90	5335	130	110
13500	4670	3730	4195	1765	90	5535	140	110
15000	4845	3875	4355	1830	90	5735	140	120
18000	5165	4120	4635	1935	105	6110	150	120
20000	5410	4320	4860	2010	105	6405	160	130
22500	5490	4360	4905	2060	105	6470	170	140
27500	5980	4785	5385	2245	120	7095	180	140
32500	6200	4930	5540	2310	120	7320	165GP	150
10000	6650	5290	5945	2480	120	7850	175 GP	150
50000	7150	5690	6390	2670	130	8440	195 GP	180
00000	7600	6040	6800	2830	140	9000	210 GP	190
5000	8200	6560	7380	3100	150	9420	220 GP	120



# KARACHIPORT TRUST (procurement department)

# **Technical Evaluation Criteria**

1	Manufacturer / Sole Agents / Dealers /	30 Marks			
1	<u>Contractors / Suppliers</u>				
a	O.E.M.	30 Marks			
	OR	OR			
b (i)	Sole Agents/Dealers/Contractors/Suppliers	15 Marks			
b (ii)	Brand, Make & Country of Manufacturing.	15 Marks			
2	<b><u>Compliance of Schedule of Requirement</u></b>	20 Marks			
a	Compliance all items of BOQ	10 Marks			
b	Technical Specification of BOQ	10 Marks			
3	Financial Credibility (Mandatory Requirement)	20 Marks (Qualify	ying 14)		
	<b>Turnover</b> (Audited financial statements for the last three years are to be kept showing minimum turnover	i. Rs. 30 Million & above	20 Marks		
a	of Rs. 20 million on average.) OR	ii. Rs. 25 M & less than 30 M	16 Marks		
	For sole proprietors, tax returns with financials	iii. Rs.20 M to below 25 M	14 Marks		
	portraying turnover of Rs. 20 million subjected to FBR for tax returns.	iv. Below 20 Million	00 Marks		
4	Past Experience	20 Marks			
	I had a stabling for the Dest surveying a flashing of in	i. > 05 years	20 Marks		
	Undertaking for the Past experience of business in	ii. = 05 years	18 Marks		
	dealing with tendering procedure and client list with contact numbers	iii. > 03 years	16 Marks		
	contact numbers	iv. < 03 yrs	14 Marks		
5	<u>Delivery Period / Time</u>	10 Marks			
		i. 45 days	10 Marks		
	Daliyany Dariad / Time	ii. 60 days	09 Marks		
	Delivery Period / Time	iii. 90 days	08 Marks		
		iv. More than 90 days	07 Marks		
	Total	100 Marks			
	Minimum Qualifying Marks 70 % in category 3, 4 & 5 above.				



#### KARACHIPORT TRUST (procurement department)

#### **INTEGRITY PACT**

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

Contract	No:		Dated:		_	
Contract	Title:					
Pakistan	M/s	rative subdivision	ight, interest, privil or agency thereof	ege or other obligation of the set of the se	y declares that it l ation or benefit fo ity owned or cont	has not obtained or orm Government of rolled by it (GOP)
warrants agreed to through a shareholo as consul	that it has fully o give and shall any natural or jur der, sponsor or su tation fee or othe or other obligati	declared the brok not give or agree idical person, inc ibsidiary, any co erwise, with the ol	cerage, commission to give to anyone luding its affiliate, mmission, gratifica bject of obtaining o	, fees etc. paid or within or outside agent, associate, b tion, bribe, finder' r inducing the proc	payable to anyon Pakistan either di roker, consultant, 's fee or kickback, curement of a cont	represents and e and not given or rectly or indirectly director, promoter, whether described ract, right, interest, expressly declared
	not taken any a					e and will make full nsaction with GOP , representation or
for making the purpo other obl	ng any false decla ose of this decla igation or benefi	aration, not makin ration, representa t obtained or proc	g full disclosure, m tion and warranty.	isrepresenting fact It agrees that any hall, without preju	s or taking any act contact, right, in dice to any other	and strict liability tion likely to defeat terest, privilege or right and remedies
			and remedie		by GOP ir emnify GOP for a compensation to C	n the regard, ny loss or damage 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



# KARACHI PORT TRUST (PROCUREMENT DEPARTMENT)

#### 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 Liability Partnership/ Association of Persons/Single Member Company/ Partnership Firm /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 or interest 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).



# KARACHI PORT TRUST (PROCUREMENT DEPARTMENT)

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

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)





## K A R A C H I P O R T T R U S T (procurement department)

# **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.	





#### K A R A C H I P O R T T R U S T (procurement department)

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 Mr.
For & on behalf of
M/s

Dated:



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

#### BANK GUARANTEE BOND IN LIEU OF EARNEST MONEY

Rs.....

Adhesive Stamp.

# NOW ALL MEN BY THESE PRESENTS that we

	(Name of the Bank)
POF to	hereby bind ourselves and our successors, executors and administrators TO PAY to the TURSTEES OF THE RT OF KARACHI, KARACHI PORT TRUST (hereinafter called the BOARD) on demand and without reference the tenderers
	(Name of Tenderers)
and	without further question of the sum of Rs.
	(In wards)
	(In figures) ERAS the tenderers ()
	(Name of the Tenderers)
	e tendered for the work of
-	iring an earnest money amounting to Rs
say	Rsto be deposited with (In words)
	achi Port Trust and binding then (the tenderers) to abide by their tender for a period of days n the date
	(Date of opening of the tender) W the condition of the above written bond is that;
1.	Payment of Rs (Say Rs
	(In figures) (In words)
Ten in ca in ti	be made on the first demand of the Board through their Chief Account Officer and without reference to the derers should the Tenderers withdraw the offer within the aforesaid period expiring on
·	nonths from the date of opening of the tender or till such extended time as the Bank may agree from time to time ugh a letter).
	s validity for lodgment of claims shall remain in full force any and effect till or till such extended as the Bank may agree from time to time through a letter.
	nonths from the date of opening of the tender or till such extended time as the Bank may agree from time to time ugh a letter).
SIG	NED SEALED AND DELIVERED by the said

was hereinto affixed in the presence of:

(Name of Bank)



# 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

