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KARACHI PORT TRUST
TENDER NOTICE
PROCUREMENT DEPARTMENT

(75)

TENDER DESCRIPTION	LAST ISSURANCE DATE AND TIME OF TENDER
	20-Mar-2023 AT 1600 HRS.
PROCUREMENT OF MAINTENANCE FREE GEL BATTERY FOR USE ON KPT TUGS.	LAST DATE AND TIME OF RECEIPT
	21-Mar-2023 AT 1030 HRS.
	OPENING DATE AND TIME OF TENDER
	21-Mar-2023 AT 1100 HRS.

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

EDUJEE DENSHAW ROAD K.P.T HEAD OFFICE
BUILDING KARACHI
PH(021)9921-4648 Website www.kpt.gov.pk

PID(K)2524/22

MANAGER PROCUREMENT


**KARACHI PORT TRUST
TENDER NOTICE
PROCUREMENT DEPARTMENT**


TENDER DESCRIPTION

LAST ISSUANCE DATE
AND TIME OF TENDER

20-Mar-2023 At 1600 HRS.

LAST DATE AND
TIME OF RECEIPT

21-Mar-2023 At 1030 HRS.

**PROCUREMENT OF
MAINTENANCE FREE GEL
BATTERY FOR USE ON
KPT TUGS.**
**OPENING DATE
AND TIME OF TENDER**

21-Mar-2023 At 1100 HRS.

(TENDER NO. ADVT — 360)

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

**EDULJEE DENSHAW ROAD K.P.T HEAD OFFICE
BUILDING KARACHI.**
**PH (021) 9921-4648 Website www.kpt.gov.pk
MANAGER PROCUREMENT**

PID(K) 2524/22



Tender No. ADVT – 360

**TENDER FOR THE PROCUREMENT OF MAINTENANCE FREE RECHARGEABLE
GEL/AGM (VRLA) LEAD ACID BATTERIES FOR USE ON KPT TUGS**

Contents:

- (1) Tender Notice
- (2) Instruction to Tenderer
- (3) The Tender
- (4) Standard Conditions of Contract for Supply of Stores
- (5) Special Conditions of the Contract
- (6) The Schedule of Requirement **(All details must be filled in replied)**
- (7) Special Note
- (8) Integrity Pact
- (9) Composition and Particulars of the Tendering Firm
- (10) Performa of Bank Guarantee
- (11) PPRA 36-A

The completed set of these tender documents, duly filled in and priced, must be delivered at the office of the Manager Procurement, Karachi Port Trust before **1030** hours on **21-MAR-2023** in a sealed cover super scribed tender for **as above**.

Submitting Firm Name

M/s. _____

Address: _____

Contact Details: _____

**Manager Procurement
Karachi Port Trust**

Note:

Each page must be signed and stamped by the firm.





TENDER NOTICE

1. Tender is invited from the Manufacturer / Sole Agent / Dealers / Contractors / Suppliers for the **PROCUREMENT OF MAINTENANCE FREE RECHARGEABLE GEL/AGM (VRLA) LEAD ACID BATTERIES FOR USE ON KPT TUGS** 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 through 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. (a) Tender documents can also be downloaded free of cost from KPT website, www.kpt.gov.pk. The participating firms are requested to submit General Sales Tax Registration & NTN Certificates along-with latest Active Taxpayer List (ATL) certificate.
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 **offer**.
 2. Bank Guarantee should accompany **offer**.
 3. Tender shall not be considered if received without the requisite amount of earnest money.
4. The Tenderers whose tender is approved in whole or in part will deposit performance security money @ **5% of tendered value within 14 days** of the acceptance of the tender and if they fail to do so the Bid Security shall be confiscated. *Bank Guarantee will also not be accepted towards performance security.*
5. The complete set of tender documents in sealed covers super scripted on envelopes 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 **21-MAR-2023**.
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 **90 days** from the date of opening of tender.

Manager Procurement
Karachi Port Trust





INSTRUCTIONS TO TENDERER AND TERMS AND CONDITIONS OF THE TENDER

1. SUBMISSION OF TENDER:

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 – 360 PROCUREMENT OF MAINTENANCE FREE RECHARGEABLE GEL/AGM (VRLA) LEAD ACID BATTERIES FOR USE ON KPT TUGS”**.

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 the schedule of requirement 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. BID SECURITY:

a) At the time of tender, it is required to submit a pay order amounting to **Rs. 200,000/-** in the name of **Chief Accounts Officer KPT**, as bid security in the following manner **with Offer:**

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 form from the office of the Manager Procurement KPT and deposit the amount into Habib Bank Limited KPT Branch Karachi before the time and date fixed for depositing the tender.

b) Bank Guarantees of banks located in Karachi in respect bid security will be accepted, KPT standard proforma of Bank guarantee attached.

c) Bid Security of all unsuccessful Tenderers will be refunded without any interest after the tenders have been finally decided by the Competent Authority.

d) Bid Security deposits of successful Tenderers shall be retained until such time performance security 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 bid security shall be forfeited.

3. FURNISHING OF INFORMATION BY THE TENDERER:

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. FURNISHING OF SAMPLES / DETAILED SPECIFICATIONS / LITERATURE ETC. IN RESPECT OF MATERIAL OFFERED:

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. ENTERING THE RATES IN THE SCHEDULE:

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) The Tenderers are required to quote for material on **F.O.R. Basis** and for free delivery alongside designated locations on East and 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) The rates against each item 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. SIGNATURE OF THE TENDERER AND FIRMS RUBBER STAMP:

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

7. ACCEPTANCE OR REJECTION OF THE TENDER:

a) Tenderer will be required to conform strictly to all the terms and conditions stipulated in the tender. Tender 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. PERFORMANCE SECURITY:

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 performance security 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, K.P.T.





- c) Bank Guarantee towards performance security shall not be accepted.
- d) Deposit in connection with the tender or contract will be lodged and receipts granted in favour of bidders or contractors, as the case may be and not in the name of person who lodged the deposit on their behalf.
- e) The tenderers must specify strictly whether in the event of the contract being placed with them, the performance security will be tendered in cash or by pay order.
- f) The performance security 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 entering into an agreement with the Karachi Port Trust within 14 days from the receipt of acceptance letter from K.P.T.
- b) In the event of the successful tenderer failing to execute the Agreement within the specified period the Karachi Port Trust shall without prejudice to its right to forfeit the earnest money, be at liberty to re-invite tenders at the risk as to cost and consequences of the successful tenderer.

10. VALIDITY OF OFFER:

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

**SIGNATURE OF THE TENDERER
WITH RUBBER STAMP OF THE FIRM**





THE TENDER

Description of Stores: PROCUREMENT OF MAINTENANCE FREE RECHARGEABLE GEL/AGM (VRLA) LEAD ACID BATTERIES FOR USE ON KPT TUGS

**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 Tenderer/s, Tender form, standard and special 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 **90 days** 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 15 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 performance security within 14 days, the Board of Trustees of the Karachi Port Trust shall be liberty at their absolute discretion to appropriate my/our bid security deposit sum of **Rs. 200,000/-** either as agreed liquidated damages without any proof whatsoever of the extent of such damage or on contract, reserving to themselves the right to recover from me/us any further loss or expenses to which they have been put directly or indirectly by reason of any failure on my/our part as aforesaid.
5. I/We undertake to complete the supply of material for which tender has been submitted by me/us within the delivery period quoted by me/us in column 7 of the schedule after the placing of order on me/us.
6. I/We agree that unless until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding contract between us.
7. I/We have deposited the bid security of **Rs.**_____ in cash vide challan no._____ dated _____ by pay order no. _____ dated _____.

TENDERER

(Full Signature) _____

Signed by **Mr.** _____

For & on behalf of:

M/s. _____





KARACHI PORT TRUST
PROCUREMENT DEPARTMENT



KARACHI PORT TRUST

(P R O C U R E M E N T D E P A R T M E N T)

STANDARD CONDITIONS OF CONTRACT FOR SUPPLY OF STORES

**Manager Procurement
Karachi Port Trust
Karachi.**





Standard Conditions of Contract for Supply of Stores

TABLE OF CONTENTS

Clause No.		Page No.
1	Definitions.	1
2	Contract.	1
3	Security deposit.	1
4	Delivery.	1
5	Variations.	1
6	Tests.	1
7	Time for and rate of delivery or Dispatch the Essence of the Contract.	1
8	Examination of Time of Delivery.	2
9	Extension of Drawing Specification and Pattern.	2
10	Drawing.	2
11	Inspection Notice.	2
12	Charges for works Necessary for completion of the Contract.	2
13	Execution of the Contract.	2
14	Contract's Responsibility.	2
15	Indemnify.	2
16	Sub: Letting of Contract.	2
17	Packing material.	2
18	Notifications of Delivery of Dispatch.	2
19	Removal of Rejections.	3
20	System of payment.	3
21	Bribes Commission, etc.	3
22	Law Governing the Contract.	3
23	Marginal Heading.	3
24	Arbitration.	3





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). “**Indenter**” means any officer authorized by the Board to order Stores.
 - (3). “**Inspecting Officer**” 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). “**Sub Contractor**” means any person, firm or Company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the Stores.
 - (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). “**Tender**” 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.
- Performance Security:**
3. Unless otherwise agreed between the board and the contractor, the contractor shall within, 14 days written notice of acceptance of the Tender has been posted to the contactor deposit with the Chief Accounts Officer of the Karachi Port Trust (in cash or the equivalent in Approved Public Rupees Securities) a sum equal to 5% of the total value of the stores detailed in the said schedule for which the Tender has been accepted as security for the due fulfillment of the contract. No interest shall be payable on cash deposits. In the event of the contactor’s failure to make the performance security 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.





7. The time for and the date of delivery or dispatch stipulated in the tender for the delivery or dispatch of the Stores shall be deemed to be the essence of the Contract & should the Contractor fail to deliver or dispatch the Stores or any consignment there-of, within the period prescribed for such delivery or dispatch, the Board shall be entitled to withhold payment until the whole of the Stores has been supplied & to recover from the Contractor has agreed liquidated damages and not by way of penalty a sum of one half percent of the price of any Stores which the Contractor has failed to deliver dispatch as aforesaid for each and every week or part of week 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.

Time for & date of delivery or Dispatch the Essence of the Contract.

8. If such failure aforesaid shall have arisen from war, insurrection, restraint 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.

Extension of Time of Delivery.

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.

Examination of Drawing specification & Pattern.

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.

Drawings.

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.

Inspection Notice.

12. 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.

Charges for work necessary for completion 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.

Execution of the contract.

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 with standing 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.

Contractor responsibility

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 any litigation that may arise there from.

Indemnify





KARACHI PORT TRUST

PROCUREMENT DEPARTMENT



- Sub: Letting Contract** 16. 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.** 18. 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** 19. 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 from 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.** 20. 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.** 21. Any bribe, commission, gift or advantage given promised or 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 from 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** 22. 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 Headings Arbitration** 23. The marginal heading of clauses of the conditions hereto shall not affect the construction thereof.
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.





Special Conditions of Contract

PROCUREMENT OF MAINTENANCE FREE RECHARGEABLE GEL/AGM (VRLA) LEAD ACID BATTERIES FOR USE ON KPT TUGS

1. The tenderers are required to quote for the material on F.O.R. basis. The rates quoted should be inclusive of all taxes & other charges.
2. The tenderers are required to furnish full particulars of the material offered and column 7 & 8 of the "Schedule of requirement" enclosed, must be filled in by the tenderers failing which their tenders may be rejected.
3. The tender will not be considered unless both "The Tender" and the "Schedule" are signed & are on the Trust Form.
4. The above conditions of contract have been read by me/us, I/We agreed to abide by them.
5. Tenderers are advised, in their own interest, to quote firm rates & avoid price variation terms. In case however, any tender with a condition that any increase in exchange rate will be to the KPT account, is submitted, it will be obligatory on the part of the Contractors to open letter of credit, with forward foreign exchange booking, so that chances of escalation in prices are avoided. This condition shall be binding on the Contractors, if such a stipulation is incorporated by them in their tenders.
6. The Karachi Port Trust reserves its right to also send telex to foreign sources for obtaining rates directly and to advise the prospective supplier for submitting their option, through courier service, so as to reach before the opening date of the Tenders. The rates thus obtained directly will also be considered along-with the other Tenders received in response to the advertisement.
7. One firm can only submit one offer per tender. If any firm deposits two tender proposals, then both tenders shall be liable to dis-qualification.

**SIGNATURE OF THE TENDERER
WITH RUBBER STAMP OF THE FIRM**





SCHEDULE OF REQUIREMENT FOR TENDER NO. ADVT – 360 OPENED ON 21-MAR-2023.
PROCUREMENT OF MAINTENANCE FREE RECHARGEABLE GEL/AGM (VRLA) LEAD ACID BATTERIES FOR USE ON KPT TUGS

ITEM	DESCRIPTION OF MATERIAL REQUIRED	QTY	UNIT RATES (QUOTED)		TOTAL PRICE FOR FREE DELIVERY AT THE CENTRAL STORES DEPOT, W/W	TRADE / BRAND NAME, COUNTRY OF MANUFACTURER	DELIVERY PERIOD AND DATE OF MANUFACTURE
			IN FIGURE	IN WORDS			
1	2	3	5	6	7	8	9
1	MAINTENANCE FREE RECHARGEABLE BATTERY GEL / AGM (VRLA) VALVE REGULATED LEAD ACID DEEP CYCLE/DUAL, 12 V, 200 AH TO 220 AH AT 10 HRS, CCA 650A MINIMUM, HORIZONTAL SHAPE	40 Each					
2	MAINTENANCE FREE RECHARGEABLE BATTERY GEL / AGM (VRLA) VALVE REGULATED LEAD ACID DEEP CYCLE/DUAL, 12 V, 95 AH TO 120 AH AT 20 HRS, CCA 600A MINIMUM, HORIZONTAL SHAPE	08 Each					
3	MAINTENANCE FREE RECHARGEABLE BATTERY GEL / AGM (VRLA) VALVE REGULATED LEAD ACID DEEP CYCLE/DUAL, 12 V, 150 AH TO 165 AH AT 20 HRS, CCA 600A MINIMUM, HORIZONTAL SHAPE	24 Each					

NOTE:

- Items are required as per above Tender specification. However, max delivery period should not be more than 120 days.
- Manufacturing date should not be more than 06 months at the time of delivery.
- Payment will be made as per KPT Rule (After delivery of goods).
- G.S.T. should clearly be mentioned if applicable.

MANDATORY CONDITIONS:

- **Audited Financial Statements** for the last 3 years having minimum turnover of Rs. 03 Million on average or for sole proprietors tax returns with financials portraying turnover of Rs. 03 Million minimum subjected to FBR Tax returns.



SIGNATURE OF TENDERER
WITH RUBBER STAMP OF THE FIRM



“SPECIAL NOTE”

DELIVERY OF TENDER / OPENING OF BIDS:

1. All tenders/bids must be deposited by 10:30 AM, the same will be opened at 11:00 AM same day. Late tenders/bids received after 10:30 AM shall be rejected and returned without being opened.
2. The tenders/bids shall submit original copy only.
3. The tender will be opened on prescribed date & time mentioned in the tender.
4. No tenderers/bidder shall be allowed to alter or modify their bid after the bids have been opened.

E-BANKING FACILITIES:

5. Please open your account as per list of branches available with KPT, so payment of your bills against supplies may be transferred electronically to your respective account.

INTEGRITY PACT:

6. The successful tenderer/bidder shall provide a certificate (called Integrity Pact) at the time of supply/order, worth to **Rs. 10 Million** or more as per format.

**SIGNATURE OF TENDERER / BIDDER
WITH RUBBER STAMP OF THE FIRM**





INTEGRITY PACT

DECLARATION OF FEE, COMMISSION AND BROKERAGE ETC.

PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS

Contract No: _____ Dated: _____

Contract value: **Rs.** _____

Contract Title: _____

1. M/s. _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan 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 the 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 contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP under any law, contract or other instrument, be avoidable at the option of GOP.

5. Notwithstanding any rights and remedies exercised by GOP in the regard, M/s. _____ agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by 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





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 PROPRIETOR SHIP CONCERN".		
a)	Full Name of Proprietor.	
b)	Business address and Phone # if any.	
c)	Residential address & phone # if any.	
d)	Certificate copy of certificate of registration with Registrar/SECP of firm 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".		
	Memorandum & Articles of Association of Company & Certificate of incorporation (certificate copies to be attached.	
a)	Legal status and full particulars of the Attorney.	
b)	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	





KARACHI PORT TRUST
PROCUREMENT DEPARTMENT



	attached).	
5.	GIR No. of income Tax and GST and amount of income Tax paid during the last assessment year (state year assessment).	
6.	A certificate from the Bankers, scaled & addressed to the Manager Procurement, Karachi Port Trust, showing the financial position of the institution tendering should be enclosed.	

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: _____





BANK GUARANTEE BOND IN LIEU OF EARNEST MONEY	Rs..... Adhesive Stamp
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NOW ALL MEN BY THESE PRESENTS that we _____

(Name of the Bank)

do hereby bind ourselves and our successors, executors and administrators TO PAY to the TURSTEES OF THE PORT OF KARACHI, KARACHI PORT TRUST (hereinafter called the BOARD) on demand and without reference to the tenderers (.....)

(Name of Tenderers)

and without further question of the sum of Rs.

(In figures)

(Say Rupees.....)

(In words)

WHEREAS the tenderer (.....)

(Name of the Tenderer)

have tendered for the work of

(Title of work)

requiring an earnest money amounting to Rs.

(In figures)

say Rupees. to

(In words)

be deposited with Karachi Port Trust and binding then (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 written bond is that;

1. Payment of Rs..... (Say Rupees.....)

(In figures)
(In words)

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).

SIGNED SEALED AND DELIVERED by then said.....

(Name of Bank)

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.

XXXXXXXXXX

