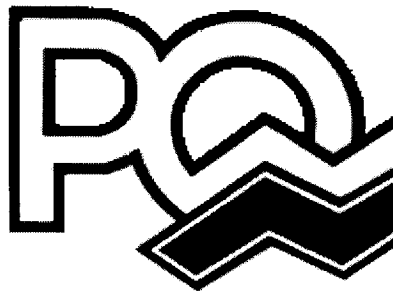


NOTICE INVITING TENDER

1. Port Qasim Authority invites sealed bids from the financially sound contractors/ firms, registered with (a) Income Tax and (b) General Sales Tax Departments (Mandatory requirement) and having sufficient experience in the relevant field and enrolling suitably qualified personnel for Development of Green Areas 1 & 2.
2. Bidding documents, which are containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available for the interested bidders, during the office hours 08:00 AM to 04:00 PM (Monday to Friday) at Environment & Safety Department, Port Qasim Authority on submission of a pay order worth Rs. 500/- (Rupees Five Hundred only), non-refundable, payable to Port Qasim Authority upto 22.06.2018 Bidding documents can also be downloaded from PQA Website: www.pqa.gov.pk free of cost.
3. Bidders shall submit Bids according to Single Stage – Two Envelopes Procedure under Rule 36 (b) of Public Procurement Rules-2004. The Bid will comprise of a single package containing two separate envelopes. Each envelope shall contain separately the “Technical Proposal”/Proforma with prequalification documents and “Financial Proposal”. Bids are to be submitted with Bid Securities (Earnest Money) in the form of Pay Orders in favour of Port Qasim Authority amounting to Rs. 100,000/- (Rupees One Hundred Thousand only) issued by a Pakistani schedule Bank having a minimum AA rating and located in Karachi, Pakistan alongwith the Technical Proposals. Tenders submitted without bid security shall be rejected. Bids must reach the office of Director (Environment & Safety), Port Qasim Authority on or before 25.06.2018 at 1200 hours. Technical proposals shall be opened on the same day at 1230 hours.
4. The Financial Proposals of the technically qualified Bidders shall be opened in the presence of the Bidders or their authorized representatives who may wish to attend the date time and venue to be intimated later. The Financial Proposals of technically non-qualified bidders shall be returned unopened.
5. Port Qasim Authority reserves the right to accept or reject any or all bids as per PPPRA-2004 and no claim whatsoever will be entertained in this regard. Authority’s decision in this respect shall be final and binding on all bidders.


(Sirajuddin Chandio)
Secretary

**GOVERNMENT OF PAKISTAN
MINISTRY OF PORTS & SHIPPING
PORT QASIM AUTHORITY
KARACHI – PAKISTAN**



GATEWAY TO NATIONAL PROSPERITY

**TENDER FOR DEVELOPMENT OF
GREEN AREAS 1&2**

JUNE, 2018

ENVIRONMENT & SAFETY DEPARTMENT

INVITATION TO TENDER

FORM OF TENDER / BID

FORM OF TENDER

Date: June, 2018

To,
The Director (E&S),
Port Qasim Authority,
Bin Qasim,
Karachi.

SUBJECT: TENDER FOR DEVELOPMENT OF GREEN AREAS 1&2

- 1.1 Having made ourselves fully acquainted with the requirements of PQA as detailed in the Tender Documents i.e. Invitation and Instructions to Tenders, Conditions of Contract and Schedule – “A”. We the undersigned offer our Tender in conformity with the said Tender documents, and our prices are quoted in schedules.
- 1.2 We agree that this offer is valid and irrevocable until 90 (Ninety) days from the date of opening of Tender.
- 1.3 We acknowledge that all the attached Tender documents are valid and binding including parts, which have not been countersigned by us.
- 1.4 The rates which we have given in the schedules and all information / data attached to our Tender are complete and without any concealed technical and financial reservations or implications. They have been duly checked and are correct in every respect. These rates are fixed and unchangeable throughout the currency of the contract.
- 1.5 We undertake that if our Tender is accepted, we would enter into an Agreement with Port Qasim Authority within 07 (Seven) days from the receipt of Letter of Intent and to commence operation within 03 (Three) days from the date of signing of Agreement.
- 1.6 We undertake that if our Tender is accepted, we will furnish security deposit for the due performance of the Contract in accordance with the conditions of Contract on the date of signing of the Agreement.
- 1.7 Unless and until a formal Agreement is prepared and signed, this Tender and your Letter of Intent shall constitute a binding contact between PQA and ourselves.

1.8 We agree to pay all costs towards the preparation of the Agreement and the Contract documents.

1.9 We attached to this Tender an earnest money amounting to Rs. 100,000/- (Rupees One Hundred Thousand only) in the form of pay-order issued in favour of Port Qasim Authority from a Scheduled Bank in Pakistan. The earnest money deposit will be refundable:

a) **Upon execution of the Agreement and after provision by us any Performance Security in accordance with the conditions of Contract our Tender is accepted.**

b) **Upon final decision by Port Qasim Authority, if our Tender is not accepted.**

1.10 A certificate attesting the signature of our authorized representative is enclosed.

1.11 We understand that you are not bound to accept the lowest or any Tender you may receive and that you will not defray any expenses incurred by us in Tendering.

1.12 We certify that this Tender has been prepared without Contract or Collaboration with other persons or firms, who have also submitted a Tender for this work and that it is fair in every respect and does not contain any secret or fraudulent arrangement.

1.13 Dated this _____ day of _____ 2018.

Signature(s) _____

In the capacity of _____ duly authorized to sign

Tender for and on behalf of M/s. _____

(NAME OF THE TENDERER IN BLOCK CAPITAL)

Address: _____ (SEAL OF THE TENDERER)

INSTRUCTIONS TO TENDERERS / BIDDERS

1. SUBMISSION OF TENDER:

- a) Tenderer / bidder should examine the Tender documents carefully and should obtain at their own expenses any information that may be necessary for making a Tender.
- b) The Tender must be addressed to the Director (Environment & Safety), Port Qasim Authority-Bin Qasim, Karachi, placed in a cover and superscribed Tender for Development of Green Areas 1&2.
- c) The Tender must either be sent by registered post or handed over in person so as to reach the office of the Director (Environment & Safety) not later than 12:00 hrs on -----, 2018. The Tenders will be opened at 12:30 hrs on same day in presence of the Tenderers or their authorized agents who wish to be present. Tenders received after the stipulated time will not be considered.
- d) The tender documents issued by PQA duly completed, signed and stamped must be sent to the office of the Director (Environment & Safety).
- e) Incomplete and conditional Tenders shall be liable to rejection.

2. TENDER EARNEST MONEY (BID BOND):

- a) The Tenderers are required to deposit an earnest money amounting to Rs. 100,000/- (Rupees One Hundred Thousand only) in the form of a pay order, issued by any Schedule Bank in the name of PQA.
- b) The Earnest Money (Bid Bond) of all unsuccessful Tenderer / bidder shall be returned after the Tenders have been finally decided by the Competent Authority.
- c) The Earnest Money (Bid Bond) of unsuccessful Tender shall be retained until such time that Performance Security Deposit in accordance with the "Condition of Contract" has been duly lodged.
- d) Should any Tenderer / bidder withdraws his Tender after opening of the Tender or in case he backs out after acceptance of his Tender, his Earnest Money (Bid Bond) shall be forfeited.

3. ENTERING THE QUOTATION IN THE SCHEDULES / BILL OF QUANTITY:

- a) Tenderers are to exercise greatest care in entering their quotation in the Schedules / BOQ. No request for corrections of any mistakes or for revision of quotations shall be entertained after Tenders have been received and opened.
- b) Tenderers are required to quote rates in the Schedules / BOQ covering the cost of labour, material and equipment etc.,.
- c) The quotations must be filled in figures as well as in words. Should there be any difference between the two; the Tender would be considered in words only.
- d) Any erasure or over writing by the Tenderer 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 and stamped.

4. SIGNATURE OF THE TENDERER AND FIRM'S RUBBER STAMP:

All Tenders submitted must be signed only by the Sole Proprietor / Partner or other person duly authorized to do so, on their behalf and should bear rubber stamp of the Firm / Company.

5. ACCEPTANCE OR REJECTION OF THE TENDER:

- a) Tenderer will be required to conform strictly to all the terms and conditions stipulated in the Tender Documents. Tender will not be considered unless "The Tender" documents issued by Port Qasim Authority are submitted, duly signed and stamped by the Tenderer. Incomplete and conditional Tenders are liable to rejection.
- b) No alteration or interpolation should be made by the Tenderers in the conditions and other stipulations of his Tender. The Tenderers should clearly understand that should they make any such alteration or interpolation then their Tenders may be rejected without assigning any reason.
- c) Port Qasim Authority reserves the right to reject the lowest or any Tender without assigning any reason or to accept any Tender at their sole discretion.

6. SECURITY DEPOSIT:

- a) The successful Tenderer shall deposit an amount of Rs. 100,000/- (Rupees One Hundred Thousand only) as a Performance Security for the proper and conscientious execution of the Contract, on the date of signing of Agreement in the form of pay-order in favour of Port Qasim Authority issued by a Scheduled Bank of Pakistan.
- b) The Performance will be held until the satisfactory completion of the Contract and will be forfeited at the discretion of PQA in case of failure to fulfill all or any of the conditions of the Contract, irrespective of and without prejudice to any other remedy for such failure which PQA may seek under the term and condition of the Contract.

7. EXECUTION OF AGREEMENT:

- a) The successful Tenderer will be required to enter into an Agreement with PQA within 07 (seven) days from the receipt of Letter of Intent from Port Qasim Authority.
- b) In the event of the successful Tenderer failing to enter into any Agreement with Port Qasim Authority within the specified period, Port Qasim Authority shall without prejudice to its right to forfeit the Earnest Money (Bid Bond) and will be at liberty to reinvoke Tenders at the risk as to cost and consequences of the successful Tenderer.

8. VALIDITY OF OFFER:

Offer must remain valid for acceptances up to 90 days from the date of opening of Tender.

Signature of Tenderer _____ (With Seal).

GENERAL CONDITIONS OF THE CONTRACT

**TERMS AND CONDITIONS FOR DEVELOPMENT OF
GREEN AREAS 1&2**

ARTICLE - 1

TERMS OF THE AGREEMENT:

This agreement shall, remain valid for TWO MONTHS commencing from ____ to ____ unless sooner terminated under the provisions of this Agreement and / or elsewhere.

ARTICLE - 2

TERMINATION OF THE AGREEMENT:

1. Without prejudice to any other available rights / remedies, Port Qasim Authority shall have the right to terminate this Agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this Agreement by contractor.
2. The performance of services by the Contractor under this Agreement shall remain under observation during the whole period of the Agreement. In case the services are found non-satisfactory below the specified standard or non-performance due to strike of the Contractor's staff / manpower, this Contract shall be terminated by Port Qasim Authority at any time with immediate effect without giving any notice and in such events the Contractor shall be BLACKLISTED and declared disqualified for future pre-qualification and award of any contract by Port Qasim Authority.
3. Notwithstanding anything contained in this Agreement, each party shall have the right to terminate this Agreement without assigning any reason or cause thereof upon sixty (60) days written notice to the other party through registered post and / or confirmatory facsimile.
4. Port Qasim Authority, shall be entitled to terminate this Agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Contractor or its employee(s) or non-performance of responsibilities and services by the Contractor.
5. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

ARTICLE - 3

PRICES:

In consideration of services provided hereunder, Port Qasim Authority agrees to pay to the Contractor a total sum of Rs. _____/- (Rupees _____) during the period of validity of the Agreement as quoted by you. Payment will be released on LUMP SUM basis during the period of validity of this Agreement after making all required deductions.

If the quality of the services provided by the Contractor is not upon the standard acceptable to Port Qasim Authority, Port Qasim Authority may get the required services performed through other ways and means at the risk and cost of the Contractor and expenditure(s) incurred on obtaining such services shall be deducted from the amount due from Port Qasim Authority to the Contractor.

If the required services are not satisfactory or Contractor fails to provide the agreed services at the sole discretion of Director (E&S) or any other authorized officer of Port Qasim Authority, following penalties will be imposed on him for his default in addition to all other rights and remedies available to Port Qasim Authority.

For non-performance or
unsatisfactory performance.



Fine upto Rs. 10,000/- will be imposed for each service and deducted from the bill of the Contractor.

ARTICLE - 4

PAYMENT:

Payment in respect of supply / services shall be made by the Port Qasim Authority within 21 days of the submission of the pre-receipt bills / certified bills, which are to be strictly in conformity with the agreed services. The payment(s) on LUMP SUM basis shall be made to the Contractor after deduction of Income Tax or other Government taxes which will be effective in accordance with the rules framed by the Port Qasim Authority from time to time and the laws governing the same.

ARTICLE - 5

SECURITY DEPOSIT:

You shall deposit an amount of Rs. 100,000/- (Rupees One Hundred Thousand only) in shape of pay-order in favour of PQA at the time of signing of the Agreement. The said Performance Security Deposit shall be held by the Port Qasim Authority until satisfactory completion of the Contract and shall be forfeited at the discretion of the Authority. In case of failure of the Contractor to fulfill all or any of the conditions of the contract irrespective of and without prejudice to any other remedies for such failure.

ARTICLE - 6

RECOVERIES:

When any amount is recoverable from the contractor under any provision of this Agreement, Port Qasim Authority shall be entitled to deduct any such amount from the pending bills of the Contractor, whether due in respect of this or any other agreement and / or from any other due amount of the contractor lying with Port Qasim Authority and the Contractor shall have no objection on deduction of the same.

ARTICLE - 7

RESPONSIBILITIES OF THE CONTRACTOR

- a) The Contractor undertakes that he will provide the services for Development of Green Areas 1 & 2 in Port Qasim Authority premises described in (WORK SCHEDULE) as per instructions of Director (Environment & Safety Department), Port Qasim Authority, Karachi or any other authorized representative of Port Qasim Authority. The quality and standard of services to be provided by the contractor shall be to the entire satisfaction of Port Qasim Authority for providing the above said Services in an effective and satisfactory manner.
- b) All minimum required material shall be provided by the contractor at his own cost at site of work as per (SCHEDULE), the same can be checked by Officer Incharge or any other authorized representative of E&S Department, Port Qasim Authority before execution of the work(s) to be carried out in Port Qasim Authority premises.
- c) The Contractor shall be responsible for any adverse effect on any human being, Port Qasim Authority's property, which may occur by use of substandard material or its wrong application in any area.
- d) If any loss or damage is caused to Port Qasim Authority's property by any employee / officer or representative of the Contractor, such loss shall be made good by Contractor.
- e) The Contractor shall all times obey and abide by all verbal and written instructions given by the Director (Environment & Safety), or any authorized officer so deputed to supervise the work.

ARTICLE - 8

SERVICES TO BE PROVIDED BY THE CONTRACTOR:

The Contractor shall be responsible to provide all required grass, manure and sweet soil etc. whatsoever mentioned in the schedule.

ARTICLE - 9

SCHEDULE:

For intents and purpose, the SCHEDULES annexed herewith shall form an integral parts of this Agreement and the Contractor seal, SHALL bound to fulfill all the terms and conditions stipulated therein. A deviation from the terms and conditions incorporated in the annexed SCHEDULE or other part of the Agreement shall deemed to be violation of this Agreement on the part of the Contractor.

ARTICLE – 10

FORCE MAJOURE:

Except provided under the agreement neither party shall be liable for any failure or delay in performing their obligations due to any cause beyond its reasonable control including without Limitation, Act of Public Enemy, War, Rebellion, Insurrection, Accident, Act of God and Act of State or of the Judiciary.

ARTICLE – 11

CORRESPONDANCE:

The Contractor shall not correspond with or approach any other authority, persons directly or indirectly whether the staff of Port Qasim Authority, DIRECTOR (E&S) OR DIRECTOR GENERAL concerned regarding any matter arising from this or any other agreement with Port Qasim Authority. The Contractor may carry on correspondence with the designated officials of the user department.

ARTICLE – 12

NOTICES:

All notices, requests and demands given to or made upon the parties shall be in writing and posted through registered mail, confirmatory telex at the addresses set forth below:

PQA : **PORT QASIM AUTHORITY
BIN QASIM,
KARACHI-75020.**

CONTRACTOR : **M/s. _____
_____**

ARTICLE – 13

BRIBE:

Any bribe commission, gifts or advantages given promised or defrayed by or on behalf of the Contractor or his Partner, Agent or Servant or any on its behalf to any Office, Servants Representative or Agent of Port Qasim Authority, for showing or for bearing to show favour or dis-favour to any person interrelation to this or any other agreement as aforesaid shall subject the Contractor to the cancellation of this and all or any other contract and decision of DIRECTOR GENERAL concerned in his respect shall be final and binding of the Contractor.

ARTICLE – 14

NO BROKER:

It is understood and agreed that no Broker Agents have participated in bringing the parties together in the negotiation, and preparation of this Agreement and Contractor hereby warrants that price of the subject matter of this Agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whatsoever. Contractor agrees to indemnify and hold harmless Port Qasim Authority from and against all claims, demands, liabilities, damages, losses and judgments which may be suffered by, accord against, charged to are recoverable from Port Qasim Authority and which rises out of Contractor's actions or negotiations with or in respect of Brokers or Agents.

Notwithstanding anything contained herein above, in the event that any future date it is established that such commission and / or fees of any kind have been made by Contractor to any brokers or agents or persons or entitles whatsoever, such sum shall be refundable immediately to Port Qasim Authority by the briber without prejudice to any other rights or remedies of Port Qasim Authority.

ARTICLE – 15

ASSIGNMENT:

The Contractor shall not sublet, transfer or assign this Agreement to any party without the prior written permission of Port Qasim Authority.

ARTICLE – 16

APPLICABLE LAW:

This agreement shall be governed by the laws of Islamic Republic of Pakistan.

ARTICLE – 17

WAIVER:

The failure of either party at any time to require the performance by the other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either party or any breach of the terms or provision hereof taken or held to be waiver of any succeeding breach of an such terms or provisions itself.

ARTICLE – 18

AUTHORITY OF PERSON SIGNING CONTRACT & DOCUMENT:

Person signing this Contract or any other document forming part of this Contract on behalf of the Contractor shall be deemed to warrant that he has the authority to do so from the Contractor, and if on inquiry, it is revealed that the person so signing had no authority to do so, Port Qasim Authority may without prejudice to other legal right / remedies cancel the Contract without notice and hold signatory level for all costs and damages.

ARTICLE – 19

DISPUTE RESOLUTION:

Notwithstanding anything to the contrary contained herein or in any of the documents mentioned herein, or dispute, controversies or differences which may arise between the parties out of or in relation to or in connection with this Contract for breach of these except to any matter the decision of which is specifically provided for herein, the matter in dispute shall be referred to Director General (Administration), Port Qasim Authority, whose decision shall be final and binding on both the parties.

ARTICLE – 20

MISCELLANEOUS:

- a) This Agreement supersedes all prior agreements and understandings relating to the subject. All terms and conditions or the tender documents and the quoted rates vide attached schedules are valid to the extent they are not repugnant with the terms and conditions of this Agreement.
- b) Titles are inserted in this Agreement for the purpose of reference and convenience and in on way define, limit or describe the scope or intent of Agreement and / or not to deemed an integral part thereof.
- c) This Agreement shall not be varied, modified, altered, amended or supplemented etc., except by the mutual consent, of the parties in writing.
- d) The Contractor agrees that it shall from time to time do and perform such other and further acts, or things and execute and deliver any or all such other and further assignments as may be required or reasonable requested by Port Qasim Authority to establish, maintain and protect its right and remedies under this Agreement.
- e) This Agreement shall be binding upon and shall incur to the benefit of both parties.

IN WITNESS WHEREOFF the parties hereunto set their hands on the days, month and the year mentioned herein above.

**FOR AND ON BEHALF OF
PORT QASIM AUTHORITY**

**FOR AND ON BEHALF OF
CONTRACTOR _____**

NAME: _____

NAME: _____

DESIG: _____

DESIG: _____

SCHEDULE / BILL OF QUANTITY - "A"

SCHEDULE / BOQ
DEVELOPMENT OF GREEN AREAS 1&2:

Contractor shall be liable to employ all labour & equipment etc., for carryout the above work as detailed below, however, water will be provided by PQA:

S.#	Name of Item	Quantity	Rate per unit	GST 17%	Total
1.	Sweet Soil	35 Dumpers			
2.	Manure	10 Truck			
3.	Dhaka Grass	02 Mazda			
4.	Shovel for removal of waste/debris	01 day			
5.	Tractor for deep ploughing/leveling	02 days			
6.	Dumper for removal of waste	02 days			
7.	Mali's for 12 days	15 Nos.			
Sub Total					
8.	Services Charge with applicable taxes.				
Grand Total					

**EVALUATION CRITERIA FOR SELECTION OF FIRMS/
CONTRACTORS FOR DEVELOPMENT OF GREEN AREAS 1&2**

The minimum points to qualify for tendering are 65.

S. #	REQUIREMENT	MAX. POINTS	POINTS OBTAINED
1.	<p><u>Experience of the firm in the Work Trade Applied for</u> <i>(Documentary proof required)</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> One (01) year 05 pts <input type="checkbox"/> Two (02) years 10 pts <input type="checkbox"/> Three (03) years 15 pts <input type="checkbox"/> Four (04) years 20 pts <input type="checkbox"/> Five (05) years 30 pts 	30	
2.	<p><u>Professional Capability</u> Malis with experience in relevant field</p> <ul style="list-style-type: none"> <input type="checkbox"/> Maximum 5 (3 point each) 	15	
3.	<p><u>Machinery / Equipment and Tools</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Tractor 10 pts <input type="checkbox"/> Excavator 10 pts <p><u>Note:</u> <i>(The equipment owned will be given maximum points. The hired equipment will be given only 50% marks. Documentary proof in respect of both cases required. Committee may inspect the equipment / machinery).</i></p>	20	
4.	<p><u>Financial Soundness</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Certificate of Financial soundness from a scheduled Bank (last three years) OR 03 years Bank Statement. (5 points for each year) 	15	
5.	<p><u>Income Tax Return</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Income tax return of last three years showing amount of tax deducted (5 points for each year) 	15	
6.	<p><u>Office Equipment</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> For Telephone / Fax 02 pts <input type="checkbox"/> For E-Mail 01 pts <input type="checkbox"/> For Office Accommodation 02 pts 	05	
	TOTAL	100	