

KARACHI SHIPYARD & ENGINEERING WORKS LIMITED

ROAD REPAIRS/ PATCH WORKS AT DIFFERENT AREA OF YARD – KS&EW



TENDER DOCUMENT



WEST WHARF DOCKYARD ROAD
P.O. Box 4419, KARACHI - 74000
Cable Address : "SHIPYARD" Karachi.
Telephone: 99214045-64
Fax : 0092-21-99214020 - 99214030
E-mail: contact@karachishipyards.com.pk

INSTRUCTIONS TO APPLICANTS

1. BACKGROUND

Karachi Shipyard and Engineering Works (KS&EW) (The Employer) intends to upgrade the facilities at Karachi Shipyard. For this purpose, Bids are called as per Single Stage Two Envelope procedure as stated in Pakistan Public Procurement Rules (PPRA).

2. SCOPE OF WORKS

The components of the Works shall consist of, but not limited to the following:
Road Repairs/ Patch Works at Different Area of Yard – KS&EW

All items as mentioned in BOQ.

3. INVITATION OF APPLICATIONS

KS&EW invites the applications from the Bidders for “Road Repairs/ Patch Works at Different Area of Yard – KS&EW”.

- a. Local constructor(s)/firm(s) applying individually must have valid registration with Pakistan Engineering Council (PEC) in category C-3 or above, Registration with Income Tax department and SRB.

ANY CONSTRUCTOR/FIRM NOT MEETING THE ABOVE-MENTIONED RELEVANT REQUIREMENT WILL NOT BE CONSIDERED FOR FURTHER EVALUATION AND QUALIFICATION.

4. SUBMISSION OF BID

DEADLINE FOR SUBMISSION, MODIFICATION & WITHDRAWAL OF BIDS

- a. Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- b. ORIGINAL and (01) COPY of the original Technical Bid and Financial Bid shall be separately sealed and put in separate envelopes then put both sealed envelopes into one envelope and marked as such.
- c. The envelopes containing the ORIGINAL and COPIES of both Technical Bids and Financial Bids will be put in one sealed envelope and marked addressed/identified as given hereof.

The inner and outer envelopes shall;

- i. Be addressed to the Employer at the address
‘Services & Civil Works.

Karachi Shipyard & Engineering Works Limited
West Wharf Dockyard Road, Karachi'.

- i. Bear the Project name, Bid Reference No. Financial/technical Bid and Date of opening of Bid.
 - ii. Provide a warning not to open before the time and date for Bid opening.
- d. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- e. Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- f. Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- g. Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security.

GM (S&CW,
Karachi Shipyard & Engineering Works Limited
West Wharf Dockyard Road, Karachi.
Ph. No. (021)99214045 & 64, Fax # 009221-99214020-0099214030
Email: contact@karachishipyard.com.pk

- a. The name and mailing address of the applicant shall be clearly marked on top left corner of the envelope.
- b. The applications shall be prepared in the English language. Information in any other language shall be accompanied by its translation in English. The Purchaser reserves the rights for rejection of qualification in-case of non-compliance of the above requirement.
- c. The applicants must respond to all questions and provide complete information as advised in this document. Any false information provided or any lapses to provide essential information may result in disqualification of the applicant.
- d. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data
- e. The applicants understand that the Scope of Work described.
- f. The applicants shall bear all costs associated with the preparation and submission of their application/bid and any further costs incurred in this regard.

FORM OF TENDER

INSTRUCTIONS FOR TENDERER

CONDITIONS OF CONTRACT

BILL OF QUANTITY / QUOTATION FORM

FORM OF TENDER

Karachi Shipyard & Engineering Works Limited
West Wharf, Dockyard Road,
P.O. Box 4419,
Karachi

(Tenderers are requested to fill-in the blanks in this Form of Tender)

- 1.1 Having inspected the site & checked all local condition affecting the WORKS, & having also examined Tender Documents comprising the Drawings, Instructions for Tender, Conditions of Contract, Specifications, Bill of Quantities for the execution of the above named works. We the undersigned offer to execute complete and maintain the whole of the said works in conformity with the Tender Documents for the sum of Rupees (in words)
..... (in figures) Rs..... as per agreed upon under the CONTRACT, or such other sums as may be ascertained in accordance with the said conditions.
- 1.2 We accept all the above mentioned Tender Documents as valid and binding also those parts not countersigned fill by us. This also includes the Appendices to the Form of Tender attached hereto.
- 1.3 We acknowledge that we have satisfied ourselves about the site, services, tidal, ground water, sub-soil, climatic and other conditions in Karachi in general and the site of the Karachi Shipyard & Engineering Works Limited in particular, which influence the work and that we cannot raise any claim for not knowing them or due to any inaccuracy of the Tender Documents or any of them.
- 1.4 We undertake to carry out such alterations, additions or curtailment of the works as may from time to time be determined and ordered in accordance with the Contract at the rates and prices entered by us against the respective items in the BOQ and Appendices.
- 1.5 We agree to carry out the work in complete in accordance with the CONTRACT and complete all works in **Road Repairs/ Patch Works at Different Area of Yard – KS&EW** & other works as described in the CONTRACT.
- 1.6 We agree that the rates and prices entered in the Bill of Quantities and Appendices are inclusive of Taxes and cost & expenditure of Mobilization & Demobilization.
- 1.7 The rates & prices entered in the Bill of Quantities & Appendices are firm and not subject to adjustment with Variations in wage rate, prices of material or any other account except as otherwise specified in the Tender Documents.
- 1.8 We intend to execute the work with our own staff and labours particularly experienced in the type of work to be done and we know that we are not allowed to sublet any portion of the works without having obtained the express approval of the Engineer before hand.

- 1.9 We attached herewith a Pay Order/Bank Draft No. amounting to Rs _____/- (Rupees _____ Only) as Bid Security in favour of Karachi Shipyard & Engineering Works Limited.
- 1.10 A Certificate attesting the Signatures of our authorized representative is enclosed.
- 1.11 We undertake, if our Tender is accepted, to sign the Agreement of Contract within one week and to commence the works at site within 02 weeks of the receipt of Letter of Intent. We shall complete and deliver the works, in accordance with the programme of work as per schedule. The completion date will be extended only if additional time is approved in accordance with the terms of CONTRACT.
- 1.12 We agree to maintain the above works after the issue of Certificate of Completion of Works for a period of **Six (06) Months.**
- 1.13 If our Tender is accepted, we will furnish Performance Security as assurance for due Performance of Contract in accordance with the Condition of Contract at the time of signing the Agreement of CONTRACT.
- 1.14 We further agree to abide by this Tender for a period of 90 days from the date of opening of the Tender and it shall remain binding upon us for this period.
- 1.15 We agree that should we withdraw the offer within the aforesaid period and/or fail to sign the formal Agreement of Contract and or to submit Performance Bond, Karachi Shipyard & Engineering Works shall be at liberty at their obsolete discretion to appropriate our Bid Bond of Rs. 500,000 either as agreed Liquidated Damages without any proof whatsoever of the extent of such damages or an account reserving to themselves the right to recover from us any further loss or expenses to which they may have been put directly or indirectly by reason of any fault on our part as aforesaid.
- 1.16 We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this Day of

Name: _____

Signature(s): _____

In the capacity of duly authorized to sign Tender for & on behalf of _____

(Name of Tenderer in Block Letters)

Address: _____

INSTRUCTIONS FOR TENDERER

- 2.1 Each Tenderer shall receive one (0) complete set of Tender Document (hereinafter referred to as the 'Tender'):
 - (i) Form of Tender
 - (ii) Instructions for Tenderer
 - (iii) Condition of CONTRACT
 - (iv) Specifications/Drawings
 - (v) Bill of Quantities
- 2.2 The Tender duly filled-in and signed shall be delivered to Karachi Shipyard & Engineering Works Limited, Karachi, on or before the time & date notified by KSEW.
- 2.3 The Tenderer should carefully examine to Tender Documents supplied herewith. He should visit; inspect the site on his own responsibility and at his own expenses to obtain all the information which may be necessary for the purpose of making a Tender. The Tenderer must satisfy himself as to the nature of existing works, the means of transportation to the site, the available working areas, the facilities & services which eventually can be made available by the Employer under certain conditions, the possible hindrance of works by the Employer's docking operations, the risks & basis for fixing the rates in the Bill of Quantities in order to possess comprehension knowledge as required for executing, completing & maintaining the works in concurrence with the CONTRACT.
- 2.4 The Employer does not guarantee the accuracy of the Tender Documents or any one of them or any statement made or information given therein or shown thereon or of the estimated quantities given in the B.O.Q. or of any other information supplied by or on behalf of the Employer in respect of the works.
- 2.5 The rates & prices set down by the Tenderer against all the items in the Bill of Quantities are to be full inclusive of finished work described there under and shall cover profit and all obligations of every kind whatsoever which under the Contract are to be borne by the Contractor.
- 2.6 The Quantities set out in the Bill of Quantities are estimated only and their accuracy or inaccuracy shall in no way effect the validity of the Tender or of the Contract based thereon.
- 2.7 Tenders must be prepared on the document supplied herewith complete with all entries of prices, statements, information & signatures. All entries are to be made in English and clearly in ink.
- 2.8 All page of the Tenders to be signed and stamped before the submission of Tender.
- 2.9 The Tender shall include the following information, details & documents:
 - a. Brief description of Firms, Organization, Name, Address, Telephone & Fax numbers.
 - b. Copy of valid Registration with Pakistan Engineering Council.
 - c. An outline of recent & past experience on assignment of similar value.
 - d. CVs of the proposed personnel for this particular assignment.
 - e. List of Project completed or in hand of similar nature.

- 2.10 Each Tender must be accompanied by a Bid Bond in the amount of **Rs. 100,000** /- valid for 60 days from the Date of Opening of the Tender and drawn in favour of KSEW. The Bid Bond/Security of the Tenderer will be refunded within 60 days after the Tenders are opened or on submission of Performance Security.
- 2.11 Tender must be submitted on or before scheduled date & time fixed in the Tender Notice for opening of the Tender. Tender received late are liable to be reject.
- 2.12 Tenders will be opened in presence of the Tenderer who wish to be present.
- 2.13 The KSEW reserves the right to reject any Tender without giving any reason, or to accept any Tender in whole or in part and do not bind themselves to accept the lowest or any Tender.
- 2.14 The Tenderer whose tender is accepted will be required to enter into the Agreement of CONTRACT, the form of which will be as set out in the Appendix to the Condition of Contract.

CONDITION OF CONTRACT

3.1 Definition & Interpretation

In the CONTRACT (as hereinafter defined) the following words & expressions shall have the meaning hereby assigned to them except where the context otherwise require:

- a. EMPLOYER means the General Manager (Maintenance), Karachi Shipyard & Engineering Works who have called for Tenders.
- b. CONTRACTOR means the person or persons, firm or company, whose Tender has been accepted by the EMPLOYER. The firm CONTRACTOR include his personal representative, successors and his approved authorized representative.
- c. WORKS mean all supplies & performances, which are to be executed by the CONTRACTOR in accordance with the CONTRACT.
- d. CONTRACT means the Contractual Agreement between the EMPLOYER & the CONTRACTOR for the execution of the WORKS and includes the following documents:
 - The Agreement of CONTRACT.
 - The Form of Tender & its Appendices filled out and Signed by the CONTRACTOR.
 - The Instructions for Tender.
 - The Condition of CONTRACT.
 - The Bill of Quantities priced by the CONTRACTOR.
- e. Prices of 'CONTRACT' means the price of Tender, subject to such condition thereto or deductions there from as may be made under the provisions of the CONTRACT.
- f. Temporary works means all Temporary Works of every kind inclusive of the material, therefore, required in or about the execution completion and maintain of the Works.
- g. 'SITE' means the land on, under, in or through which Works area to be executed or carried out as well as all lands or building provided by the EMPLOYER for the purpose of the CONTRACT.
- h. APPROVED means approved in writing including subsequent written confirmation of previous verbal approval. Approval means written approval including the aforementioned.

3.2 The marginal headings & notes of those Conditions of Contract do not represent a part of these Conditions and have no influence on the constructions of interpretations of the Contract.

3.3 All weights & measuring units shall be based in the Metric Systems.

3.4 Assignment

The CONTRACTOR shall not assign the CONTRACT either fully or in part or any benefit or interest there under (except by a charge in favour of the Contractors bankers of any money due or to become due under this CONTRACT) without the prior written approval of the EMPLOYER.

3.5 **Subletting**

Because of the specialized work comprising the CONTRACT the Contractor shall neither sublet the whole or a part of work. An exception may only be made if the CONTRACTOR prepares to engage specialist or specialist firm for any particular work. The Contractor may however, sublet such work only with the prior written approval of the Employer. If such approval is granted the CONTRACTOR is in no case release from any of his liabilities or obligation from the Contract. He remains as fully responsible for the action defaults & neglects of his Sub-Contractor just as for the action defaults & neglects of his own representative, staff & workers.

3.6 **Extent of the CONTRACT**

The Contract comprises the construction, completion & maintenance of the works and in so far as not otherwise specified in the Contract the provision of all labour, material, constructional plant, temporary works & everything whether of a temporary or permanent nature required in and for such construction.

3.7 **Contract Agreement**

At least 01 week after receiving the Letter of Intent, the Contractor must conclude and sign the Agreement of CONTRACT with the EMPLOYER in accordance with the attached form (vide Appendix of the Condition of Contract) with such modifications as agreed upon and considered necessary.

3.8 **Performance Bond**

Before of at least at the date of signing of the Agreement of CONTRACT, the CONTRACTOR must deposit a Performance Bond in the amount of 10% of the price of CONTRACT at that time as Surety for the proper execution of work. This Performance Bond must be given from a First-Class Bank, registered in Pakistan which has been selected by Contractor and approved by the Employer. If the Contractor shall duly perform and observe all terms & conditions of the CONTRACT, the Bond will be released after successful completion of Contract. The Performance Bond is binding, irrespective o variation, change or the time extension, which are granted or agreed upon.

3.9 All unit prices are unchangeable. The Tender and the CONTRACT prices shall not be subject to Government Statuary, notification, escalation resulting from such notifications shall not be permissible.

3.10 The Contractor is responsible for the correctness of the position levels, dimensions & alignment of any part of the works as well as for the provision of all necessary instruments appliances & labour in connection therewith.

3.11 **Payments**

Based on Bill of Quantities priced by the Contractor and based on actual measurements certified payments will be made on submission of bills.

Income Tax applicable shall be deducted from the bills of the Contractor and will be deposited in the State Bank of Pakistan; receipt/challan thereof will be furnished to the Contractor.

3.12 Electricity, Water if needed will be provided by the Employer at KSEW defined rates.

3.13 CONTRACTOR will strictly observe KSEW's Security Rules for Entry & Exit for men, materials, machinery & equipments.

- 3.14 The CONTRACTOR will ensure that all the persons engaged on the work observe all the necessary safety rules. Employer will not be responsible for any accident caused to the Contractor's workers while on job or during their presence in KSEW as well as any damage caused to Machinery, equipment used by him on work.
- 3.15 If the Contractor or their workers break, deface, injure, destroy or damage any part of Building, plant & machinery, road, cable, service line or any other property or equipment of KSEW, the Contractor shall make the same good at his expense.
- 3.16 The period for completion of work and fulfillment of Contract will be **One (01) Week**.
- 3.17 If the Contractor shall fail to complete the work within completion period prescribed above or within the extended time, the Contractor shall pay to Employer as Liquidated Damages for such a default a sum of Rs.2,000/- every calendar day upto a ceiling of 10% of the Contract value provided there is no delay in payments beyond the maximum period of 45 days after submission of bill or the work is not held up due to any Force Majeure reason. The payments or deductions of such damages shall not resolve the Contractor of his obligations to complete the work and or from any other liabilities under the Contract.
- 3.18 **ARBITRATION**
- a. In the event of any difference or dispute arising under the Contract Agreement, the same if not amicably settled shall be referred to an Arbitrator to be appointed by both the parties by mutual consent or if the parties are unable to agree upon an Arbitrator, they may apply to the Competent Court of Law for the appointment of an Arbitrator. The decision of the Arbitrator shall be final and binding on both the parties. The venue of Arbitration shall be at Karachi.
- b. The Agreement will be governed and interpreted in accordance with the Laws of Islamic Republic of Pakistan.
- 3.19 Any condition not covered in tender document will be finalized in the light of FIDIC 'Condition of Contract'.

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ of _____ between _____ (hereinafter called the "CONTRACTOR" of the other part.

WHEREAS the Employer is desirous that certain work viz _____ should be executed by the Contractor for the execution & completion of such works and the remedying of any defects therein.

NOW, this Agreement witnesseth as follows:

1. In this Agreement words & expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addendum, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement viz:
 - a. Form of Tender
 - b. Instructions to Tenderer
 - c. Condition of Contract
 - d. Drawings & Sketch
 - e. Bill of Quantities
3. In consideration of payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy defects therein inconformity and in all respects with the provision of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution & completion of the works as per provision of Contract, the contract price or such other sum as may become payable under the provision of Contract at the times & in the manner prescribed by the Contract.

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

Signature of the Contractor (Seal)

Signature of Employer (Seal)

Witness:

1. _____
Name, Title & Address

1. _____
Name, Title & Address

CRITERIA FOR TECHNICAL EVALUATION

Road Repairs/ Patch Works at Different Area of Yard – KS&EW

S. No.	DESCRIPTION	MINIMUM PASSING MARKS 60			
1	Certificate of registration with Pakistan Engineering Council.	Mandatory			
2	Registration with FBR.	Mandatory			
3	Organization with S.B.R.	Mandatory			
4	Organization of Firm with Company Profile & Personnel Capabilities.	Max. 15			
5	Detail of Contract with similar nature completed.	Max. 20			
6	Detail of Contract with similar nature completed in KSEW.	Max. 20			
7	Detail of ongoing Contracts Commitments/Work in progress.	Max. 15			
8	Income Tax Registration along with Submission of Return.	Max. 10			
9	Financial Capabilities Annual volume of Construction works.	Max. 10			
10	Litigation History, if any, Affidavit.	Max. 05			
11	Methodology adopted for execution of works.	Max. 05			
TOTAL MARKS.....OUT OF 100					

Appendix “A”

(To Form of Tender)

Name of Project	<u>Road Repairs/ Patch Works at Different Area of Yard – KS&EW</u>
Amount of Bid Security	Rs. <u>100,000/-</u>
Terms of Acceptance	<u>Ten (10) Days</u> from the date of submission of tender.
Date of Commencement of Works	<u>One (01) Week</u> after signing agreement of contract.
Date of Signing Agreement	Within 01 week from date of receipt of acceptance Letter of KS&EW.
Time of Completion of Works	<u>One (01) Week.</u>
Amount of Mobilization Advance	A sum upto 10% of contract price against Bank Guarantee of scheduled bank of Pakistan.
Recovery of Mobilization Advance	15% against each Running Bill.
Amount of Liquidate Damages	Rs.2,000/- every calendar day upto a ceiling of 10% of the Contract value provided there is no delay in payments beyond the maximum period of 45 days after submission of bill.
Amount of Performance Guarantee	10% of contract value in shape of Bank Guarantee.
Defects Liability Period	Six (06) Months
Percentage of Retention Money	10% deduction in each running bill or maximum limit 5% of contract value.

BILL OF QUANTITIES

PREAMBLE

1. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work carried out as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the Bill of Quantities. Any item can be deleted if desired by Employer at any stage.
2. The rates & prices bid in the priced bill of quantities shall except in so far as it is otherwise provided under the Contract include all constructional plant, labour, supervision, materials, erection, maintenance, Insurance, profit, taxes and duties together with all ground risks liabilities and obligations set out or implied in the Contract.
3. Errors will be corrected by Employer for any Arithmetic errors in the computation or summation.



Karachi Shipyard & Engineering Works Limited

Services & Civil Works Department

BILL OF QUANTITIES

ROAD REPAIRS/ PATCH WORKS AT DIFFERENT AREA OF YARD – KS&EW

S. No	Description of Works	Unit	Qty	Rate	Amount
1.	Application of tack coat using bitumen after cleaning of dust and debris for proper bonding.	SFT	830		
2.	Providing and laying Asphalt concrete for wearing course having a min thickness of 3” including surface preparation, compaction using manual roller as per AASHTO standard complete in all respect.	SFT	830		
Total :					
Add 15% SST :					
Grand Total :					

Note:

- The above quoted rates are inclusive of all applicable taxes
- Cost includes all Material, Labor, Transportation etc.
- Time for completion of work will be One (01) Week.

CONTRACTOR

Signature: _____

Name: _____

Address: _____

Telephone: _____

NTN #: _____

CNIC #: _____

SITE SAFETY

- Under the Health & Safety at Work all persons entering this site **MUST** comply with all regulations under this tender.
- All visitors **MUST** report to the site office obtain permission to processed onto the site or any work area.
- Safety signs and procedures **MUST** be observed, and personal protection and safety equipment **MUST** be used at all times.

	Safety helmets must be worn.
	Safety footwear must be worn on this site.
	High visibility jackets must be worn.
	Hand protection must be worn.
	No unauthorized persons allowed on this site.
	Safety Hook must be worn.

