

KARACHI EXPORT PROCESSING ZONE

A Project Of

EXPORT PROCESSING ZONES AUTHORITY

(Ministry of Industries & Production Government of Pakistan)

Landhi Industrial Area Extension Mehran Highway, Landhi Karachi-75150

UAN # 111-777-222, Ext-166, Tel # 021-99208024

ENGINEERING DIVISION



Issued to: _____

Vide Receipt # _____

Dated: _____

TENDER DOCUMENTS

FOR

CONTRACT FOR CABLE LAYING WORK AT KEPZ FOR THE PERIOD OF ONE YEAR

(01) INSTRUCTION TO TENDERS

1 (a) GENERAL:

Export Processing Zones Authority invites pre-qualified firms & persons tenders for the “**Cable Laying Works**” at KARACHI EXPORT PROCESSING ZONE.

Tenders shall be prepared and submitted in accordance with the instructions set forth herein and presentation of the tender implies full acceptance on the part of the tender of these instructions and all other conditions set forth in the contract documents.

1 (b) CONTRACT DOCUMENTS:

Following together comprise documents.

- (i) Instructions to Tenderers
- (ii) General Conditions
- (iii) Specifications
- (iv) Form of Agreement
- (v) Drawings
- (vi) B.O.Q
- (vii) Form of Tender

1 (c) COST OF TENDER DOCUMENTS:

Tender documents can be obtained from the office of Manager (Electrical-III) at Karachi Export Processing Zone, Landhi on payment of Rs. 1000/= (Non Refundable).

1 (d) VISITING & EXAMINING DOCUMENTS:

Tenderers shall determine and satisfy themselves as to all matters pertaining to the tenderers, including location and nature of work and all others factors that may affect the cost duration and execution of work.

The Authority will not assume any responsibility for information interpretations and deductions, the contractor may make from the data furnished by the Authority. No verbal agreement or conversation with any officer, employee or agent of the Authority either before, during or after the execution of the contract, shall affect or modify any of the terms or obligations contained in the contract.

1 (e) RIGHT TO REJECT TENDER:

EPZA does not bind itself to accept the lowest or any tender and shall not assign any reason what ever for the rejection of tender as per PPRA Rules.

1 (f) EARNEST MONEY:

- i) The original tender shall be accompanied by amount of earnest money as stated in Appendix-A in the form of pay-order / deposit at the call by a schedule Bank of Pakistan. The purpose of earnest money is to guarantee that the Authority, for carrying out the work and complete the work satisfactorily, Should the tenderers fails to enter into contract and carry out the work for any reason, the EPZA will forfeit the tenderers earnest money.
- ii) Earnest money of the successful tender shall be returned on completion the work. The earnest money of the UN-Successful tenderers shall be returned after signing the agreement with the successful tenderers and in any event not later that (60) days from the date of opening of tender. No tender will be accepted without earnest money.

1 (g) FORM OF TENDER:

Tender must be signed by the tenderer or if the tender is submitted by a partnership concern, it must be signed separately by each partner or must be signed by one holding a power of attorney duly sealed and stamp of the company affixed authorizing him to do so. Incomplete tenders are liable to rejection.

1 (h) INQUIRIES AND CLARIFICATION:

If any tenderer is in doubt as to the meaning of any part of the contract documents, he may deliver to the authority a written request for a clarification thereof, prior to (10) days before the date set for opening of tenders. The person submitting the request will be responsible for its prompt delivery. Any clarification revisions, additions or deletions to the contract documents will be made only by formal addendum / corrigendum duly issued by the authority and mailed are delivered to each prospective tender who has received a set of contract documents such addendum / corrigendum will become a part of the contract document, and receipt thereof must be acknowledged by return of the form issued. With the addendum / corrigendum and by insertion of the numbers thereof in the space provided in the tender. Each addendum / corrigendum shall be signed by the tenderers. The authority will not be responsible for any clarifications are interpretations of the contract documents, which are not communicated by addendum / corrigendum formally issued by the authority to all tenderers.

1 (i) QUANTITIES AND PRICING OF THE B.O.Q:

The quantities contained in the bill of quantities are estimated quantities to be used only for comparing tenders. These quantities are likely to vary and payment will only be made on the actual quantities of the work done at the unit rate entered in the B.O.Q.

1 (j) CONSTRUCTION SCHEDULED AND ORGANIZATION CHART:

All tenders must be accompanied by a construction scheduled and organization chart. The construction scheduled shall contain the details of construct program proposed by the tenderers for carry out work from commencement of mobilization to the completion of work.

The construction scheduled shall be in such form and sufficient detail so as to adequately show the sequence of proposed operation a period of time estimated for completion of each phase of work.

The organization chart shall indicate the details of personnel employed and proposed to be employed and details of machinery and equipments owned and proposed to be used by the tender for completion of the work.

1 (k) FORMAL AGREEMENT:

The successful tenderer shall be required to execute contract agreement on prescribed proforma with the authority within 14 days of award of work.

1 (l) OPENING OF BID:

- i) The date for opening of bids and the last date for the submission of bids shall be the same. Bids shall be the opened at the time specified in the bidding documents. The bids shall be opened at least thirty minutes after the deadline for submission of bids.
- ii) All bids shall be opened publicly in the presence of the bidders or their representatives who may choose to be present, at the time and place announced prior to the bidding. The procuring agency shall read aloud the unit price as well as the bid amount and shall record the minutes of the bid opening. All bidders in attendance shall sign an attendance sheet. All bids submitted after the time prescribed shall be rejected and returned without being opened.

1 (m) EVALUATION OF BIDS:

- i) All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the prescribed bidding documents. Save as provided for in sub-clause (c) of rule 36 no evaluation criteria shall be used for evaluation of bids that had not been specified in the bidding documents.
- ii) For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening for the bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

- iii) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

1 (n) AWARD OF CONTRACT:

The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulation or policy of the Federal Government, shall be awarded the procurement contract, with in the original or extended period of bid validity.

1 (o) SUBMISSION OF TENDER:

The original tender shall be enclosed into an envelope properly sealed and filled out with the tenderers name and address and deliver in person or sent by registered post to the following address.

General Manager (Engineering)
Karachi Export Processing Zone,
Landhi Industrial Area, Extension,
Mehran Highway, Landhi,
Karachi.

On or before the time and date given in the tender notice at which time, date and place the same will be opened. The Tenderers are responsible for ensuring that the tender documents reach the addressed in time. Tenderers are invited to be present at the time of opening of tender.

1 (p) COMPLETION TIME:

Work to be completed with in the time stipulated in appendix-'A' from the date of authority's order to commence the work. In case of failure on the part of the contractor to complete the work within stipulated time the contractor will be subjected to liquidated damages as specified in General Condition.

(2) GENERAL CONDITIONS:

2 (a) QUALITY FOR MATERIALS, WORKMANSHIP & TESTS ETC:

- (i) All Materials / and workmanship shall be of the respective kind described in the contract and in accordance with the authority's instructions and shall be subject to such tests as the Authority may direct at the cost of Contractor.
- (ii) No work shall be covered or put out of view without approval of the Authority.
- (iii) The contractor shall uncover any part or parts of the works or make openings in or through the works or search for the cause of any defect imperfection or fault in the works, as the authority may from time to time direct, and shall reinstate and make good at his own cost after such uncovering opening or scratching to the satisfaction of the Authority.

- (iv) The authority shall during the progress of the works have power to order in writing from time to time as stated below:-
- a) The removal from the site within such times or times as may be specified in the order of any materials which in the opinion of the Authority are not in accordance with the contract.
 - (b) The substitution of proper and suitable materials.
 - (c) The removal and proper re-execution (not with standing any previous test thereof or interim payment thereof) of any work which in respect of materials or workmanship is not in the opinion of the authority in accordance with the contract.

2 (b) SUSPENSION OF WORK:

The contractor shall on receipt of written order from the Authority suspend the progress of work or any part thereof for such time and in such manner as the Authority may consider necessary and shall during such period protect and secure the work at his cost.

2 (c) RATE OF PROGRESS:

Should the rate of progress of works be at any time in the opinion of Engineer too slow to ensure completion by prescribed time or extended time, the Authority shall call for the explanation of the contractor which will be taken into account for imposing liquidated damages or extension time of completion if the Authority is satisfied.

2 (d) LIQUIDATED DAMAGES:

If the contractor fails to complete the work within the time prescribed or within the extended period, the contractor shall pay to the Authority liquidated charges as stated in Appendix-A.

2 (e) CERTIFICATE OF COMPLETION OF WORK:

As soon as in the opinion of Authority, the work shall have been completed and shall have satisfactorily passed any final test the authority shall issue completion certificate.

2 (f) MAINTENANCE PERIOD:

The maintenance period on satisfactory completion of work shall be as stated in Appendix-A. Contractor at his cost shall attend to the satisfaction of Authority, all the defects communicated to him in writing.

2 (g) COST OF ESCALATION:

No claim for escalation in the cost of work due to rise in the cost of labour, material or transport shall be entertained by the Authority.

2 (h) VARIATIONS:

No variation in quantities and scope of work shall be made by the contractor without written order from the Authority.

2 (i) DUTIES AND TAXES:

- i) The contractor shall be responsible for the payment of all Govt. taxes including income tax and other taxes arising out of income of the contractor.
- ii) The contractor shall be responsible for the payment of octroi professional tax or any other local tax.

2 (j) RETENTION MONEY:

Retention money at the rate of 10% of the value of work shall be retained by the EPZA till satisfactory completion of maintenance period and issue of maintenance certificate by the Authority.

2 (k) SETTLEMENT OF DISPUTES:

If any dispute or differences of any kind what so ever shall arise between the Authority and the contractor in connection with the contract, it should referred to the Authority in writing for decision, Decision of the Arbitrators' in this regard shall be final and binding on contractor, as per PPRA Rules.

2 (l) EXTENSION OF TIME FOR COMPLETION:

Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur be such as fairly entitle the contractor to an extension of time for the completion of work the Authority shall determine the amount of such extension provided that he authority is not bound to take in the account any extra or additional work or other special circumstances unless the contractor has within 28 days after such work has been a commenced or such circumstances have arisen or within 15 days before the expiry of time of completion be delivered to the Authority representative, full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time.

2 (m) NO NIGHT OR SUNDAY WORK:

Subject any provision to the contrary contained in the contract none of the permanent work shall save as hereinafter provided be carried on during the night or on Sunday and recognized holidays without the permission in writing of Authority when the work in un-avoidable or absolutely necessary for the saving of

life or property or for the safety of the works. In which case the contractor shall immediately advise the Authority. Provided always that the provisions of this clause shall not be applicable in the case of any work it is customary to carry out be rotary or double shifts.

2 (n) RESCINDING OF CONTRACT:

In case contractor commits serious breach of any condition or render himself to pay maximum possible liquidated damages, the Authority may give notice in writing to the contractor to explain the reasons for the breach of conditions and his failure to complete the work in time. In such case, if the contractors reply is found by Authority un-satisfactory, the Authority may rescind the contract and forfeit earnest money under the decision of Arbitrator.

2 (o) SAFE CUSTODY CABLES END OTHER MATERIALS:

Contractor will be responsible for the safe custody of cables and other materials which will be handed over to him for carrying out the work. He will make his own arrangement of guarding the materials till the completion of work.

2 (p) INSURANCE POLICY:

Contractor will obtain at his cost an insurance policy of Rupees Two Lac. Valid for one (01) year to cover the contract period on favor of Export Processing Zones Authority against risk of theft and damage to cables and other materials which may be issue to him from time to time.

2 (q) VARIATION QUANTITIES:

It there is variation in quantities up to 20 % above or 20% below the BOQ quantities. The rates for quantities in excess of 20% and less than 20% will be based BOQ on items rates. In case of those works which may be out side the scope of BOQ items, the rates of these works would be based on market rates as approved by the Authority prior to actual execution of related work.

2 (r)

SPECIAL STIPULATIONS

1. Amount of Earnest Money - 2% of the estimated cost in the form of Pay order from a schedule Bank of Pakistan
2. Period of commencement of work from the Authority's order to commence the work - Immediate
3. Time of completion of the whole of works - Seven (07) days
4. Amount of liquidated damages for-late completion for each calendar day or a part thereof after due date of completion - 0.10% per day to maximum of 10% of the contract price
5. Maintenance Period - Three (03) months
6. Percentage of retention money - 10% from the payment due to the Contractor
7. Release of retention money - On issuance of maintenance certificate

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____

BETWEEN

the Export Processing Zones Authority (EPZA) with its of offices at Karachi Export Processing Zones (hereinafter called the Authority) of the one party.

AND

M/s. _____

(hereinafter called the contractor) of the other party.

Whereas the Authority is desirous that certain works viz: Supply of

amount of Rs. _____/- (Rupees _____ only) should be constructed and has accepted a Tender by the contractor for the supply, completion and maintenance of such works.

NOW, THIS AGREEMENT WITNESSTH AS FOLLOW:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz.
 - i. Instructions to Tenderers
 - ii. Form of Tender
 - iii. General Conditions of Contract
 - iv. Specifications & B.O.Q
 - v. Drawings.
 - vi. Special Stipulations. Appendix "A"
 - vii. Form of Agreement
3. In considerations of the payment to be made by the Authority to the contractor as hereinafter mentioned, the contractor hereby covenants with the Authority to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The Authority hereby covenants to pay the contractor in consideration of the construction, completion and maintenance of the works the contract price mentioned about at the time and in the prescribed manner.

IN WITNESS WHEREOF the parties hereto have here into set their respective hands and seals the day and year first above written.

Signature: _____

Signature: _____

FOR M/s: _____

Export Processing Zones Authority

Name: _____

Name: _____

Address: _____

Address: _____

Seal: _____

Seal: _____

WITNESSES: _____

WITNESSES: _____

1. Signature: _____

2. Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

FORM OF TENDER

“FOR THE CABLE LAYING WORK”

To:

Dear Sir,

1. Having examined the instructions to Tenderers. Conditions of contract, Appendices, Specifications, Bill of Quantities and Drawings for the above named works, we the undersigned, offer to construct, complete and maintain the whole of the said works in conformity with the said conditions of contract, appendices, Specifications, Bill of quantities and Drawings for the sum of Rs. _____ (Rupees _____ only) such other sum as may be ascertained in accordance with the said conditions of contract.
2. With undertaken, if our Tender is accepted to commence the works within 15 (fifteen) calendar days of receipt of the Authority's order to commence, and complete and deliver the whole of the works comprised in the contract within _____ days calculated from the last day of the afore said in period which the works are to be commenced.
3. We agree to abide by the tender for period of (120) days from the date of fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We agree that should we withdraw the offer within the aforesaid period of (90) ninety days, the Authority shall be at liberty at their absolute discretion to appropriate our earnest money deposit of Rs. _____ (Rupees _____ only) and the event of being declared successful fail to execute the formal agreement. _____ within the specified period or called upon to do so, the Authority shall be at liberty at their absolute discretion to appropriate our earnest money deposits of Rs. _____ (Rupees _____ only).
5. We further agree to pay all costs towards the execution of the formal Agreement including the cost of stamps.
6. We further agree to maintain the above works from the actual completion date for a period of _____.

7. Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. Should this tender be accepted, we hereby agree to abide by fulfill all the terms and provisions of the conditions confided in the General Condition of the contained and instructions to tenderers, special provisions of contract which have been read and explained to us so far as applicable, or in default thereof to forfeit any pay to the EPZA or its successors in office, the sum of money mentioned in the said conditions. A pay order / deposit at call _____ dated _____ issued by a scheduled Bank of Pakistan for the sum of Rs. _____ (Rupees _____ only) is herewith forwarded as earnest money the full values of which it to be absolutely forfeit to the said Authority or its successors in office, without prejudice to any other rights or remedies of the said Authority or its successors in office, should we fail to commence and complete the woks specified above under the terms of the contract.
9. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2017

Signature _____ in the capacity of _____
_____ duly authorized sign tenders for and on behalf of

(IN BLOCK LETTER)

i) SIGNATURE: _____ ADDRESS M/S. _____
NAME: _____ ADDRESS _____

OCCUPATION: _____

ii) SIGNATURE: _____ ADDRESS M/S. _____
NAME: _____ ADDRESS _____

OCCUPATION: _____

BILL OF QUANTITIES

KARACHI EXPORT PROCESSING ZONE
TECHNICAL ESTEMATE

Rate Running Contract for Cable laying work at KEPZ PH-I & II for the Year 2018-19

S. No.	DESCRIPTION	Qty.	Unit	Unit Rate	Amount
1.	Excavation for cable Trenches in all kind of soil / murum / Road / Floor & back filling the excavated material in trenches including watering, consolidation by ramming dressing and disposal of surplus materials etc. complete. (As per drawing No.Eng-16-039/A & B)	2267	Cub Mtr.		
2.	Provide and lay 1:2:4 concreting in patching of road / floor 4" thick including mixing, transporting and placing into position, compacting, finishing and curing etc. complete.	1775	Sq. Mtr.		
3.	Hole Boring under the Road.	1000	Mtr		
4.	PVC Pipe 6" (Pak Arab / Jaddah Polymer)	1000	Mtr		
5.	Transportation from Engg. Store to site lay & install the following expected L.T armored cable				
	a) Size : Upto 16 mm	500	Mtr.		
	b) Size : " 35 mm	600	"		
	c) Size : " 50 mm	850	"		
	d) Size : " 70 mm	850	"		
	e) Size : " 95 mm	655	"		
	f) Size : " 120 mm	900	"		
	g) Size : " 150 mm	900	"		
	h) Size : " 185 mm	750	"		
	i) Size : " 240 mm	800	"		
	j) Size : " 300 mm	800	"		
6.	Transportation from Engg. Store to site lay & install the following expected H.T armored cables				
	a) Size : Upto 95 mm	500	Mtr.		
	b) Size : " 240 mm	450	"		
7.	Provide & lay course sand of approved quantity in 200 mm thick layer in below & above cables in trench as per drawing No.Eng-16-039/A & B.	453.3	Cub.Mtr.		

Cont.....Page/2

8.	Provide & lay 50 mm thick Burnt brick of size 300 x 150 x 50 mm in two layer above sand for L.T Cable as per drawing (14 Nos./Meters) No.Eng-16-039/A.	6605	Mtr.		
9.	Provide & lay 100 mm thick Burnt bricks of size 300 x 300 x 50 mm in two layer above sand for H.T Cable as per drawing (07 Nos./Meters) No.Eng-16-039/B.	950	Mtr.		
10.	Supply lay & join 150 mm dia G.I Steel pipe of approved quality.	136	Mtr.		
11.	Supply lay & join 150 mm dia R.C.C pipes of approved quality.	1775	Mtr.		
12.	Supply & Install cable marker as per drawing No.Eng-16-039/C and as per directions.	400	Nos.		

Total Rs. _____

Contractor's Seal & Signature