

EXPORT PROCESSING ZONES AUTHORITY

ENGINEERING DIVISION

Issued to: _____

Vide Receipt #: _____

Dated: _____



TENDER DOCUMENTS

FOR

“SUPPLY OF 15 NOS. STREET LIGHT
POLES AT APPROACH ROAD KEPZ”

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INSTRUCTION TO TENDERS

1 (a) GENERAL:

Export Processing Zones Authority invites pre-qualified firms & persons to submit tenders for the supply of subject work at **KARACHI EXPORT PROCESSING ZONE**.

The Firms / persons should submit tenders for supply the works described in these contract documents.

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) 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 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 give justification/reason whatever for the rejection of any tender/bids.

1 (f) EARNEST MONEY:

The original tender shall be accompanied by amount of earnest money as stated in Appendix-A at page # 7 in the form of pay order / demand draft by any 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. Tenders/firms fails to enter into contract and carry out the work for any reason, the EPZA will forfeit the tenderers earnest money payorder.

Earnest money of the successful tender shall be returned on completion of the work. The earnest money of the UN-Successful tenders shall be returned after signing the agreement with the successful tenders/bidder and in any event not later that 60 days from the date of opening of tender. No tender will be accepted without earnest money payorder.

1 (g) FORM OF TENDER:

Tender must be signed/stamped by the firm/person 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 tenders/firm 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) SUPPLY SCHEDULE AND ORGANIZATION CHART:

All tenders must be accompanied by a material supply schedule and organization chart. The supply schedule shall contain the details of material supply programme proposed by the tenderers for carry out the work from commencement of mobilization to the completion of work in bar chart table.

The supply schedule shall be in such form and sufficient detail so as to adequately show the sequence of proposed operation an periods 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 equipment 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) AWARD OF CONTRACT:

After opening of Tenders, the Authority will make a detail study and appraisal of the Tenders submitted. The Authority does not bind itself to award the contract to the lowest or to any tenderer but will take in to consideration all aspects like prices and such other factors as are deemed applicable. Once the Authority has arrived at a decision in favour of any of the Tender it will inform the successful tenderer in writing to execute a formal agreement. Failure of the successful tenderer to sign, the agreement shall be a just cause for the annulment of the award of the contractor and in the event of such annulment the earnest money of the successful tenderer shall become the property of the Authority. The award then may be made to another tenderer or the Authority may call for fresh tenders. In any event, the Authority reserve the right to accept or reject any or all tenders without giving reason or accept any tender in whole or in part.

1 (m) SUBMISSION OF TENDER:

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

General Manager (Engg.)
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. Tenderers are responsible for ensuring that the tender document reach the addressed in time. Tenderers are invited to be present at the time of opening of tender.

1 (n) COMPLETION TIME:

Work to be completed within the time stipulated in appendix-'A' at page # 7 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.

1 (o) MAINTENANCE PERIOD:

Maintenance period of the work shall be the period stipulated in appendix-'A'.

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 instructions of Engineer incharge 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 withstanding 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) EXTENSION OF TIME FOR COMPLETION:

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 time of such extension provided that the Authority is not bound to take in the account any extra or additional work or other special circumstances unless the contractor has completed within 28 days after such work has been 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 (d) RATE OF PROGRESS:

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 of time in completion of work.

2 (e) 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 at page # 7.

2 (f) 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 (g) MAINTENANCE PERIOD

The maintenance period on satisfactory completion of work shall be as stated in Appendix-A at page # 7. Contractor at his cost shall attend to the satisfaction of Authority all the defects communicated to him in writing.

2 (h) 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 (i) VARIATIONS

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

2 (j) 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.

2 (k) 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 (l) SETTLEMENT OF DISPUTES:

1. Except defect liability or maintenance by the supplier or contractor, as specified in the conditions of contract, performance of the contract shall be deemed close on the issue of overall delivery certificate or taking over certification which shall be issued within thirty days of final taking over of goods or receiving the deliverables or completion of works enabling the supplier or contractor to submit final bill and the auditors to do substantial audit.
2. In case to defect liability or maintenance period, defect liability certificate shall be issued within thirty days of the expiry of the said period enabling, the supplier or contractor to submit the final bill. Except for unsettled claims, which shall be resolved through arbitration

2 (m) NO NIGHT 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 without the permission of Authority when the work is 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 by 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 contractor's reply is found by Authority unsatisfactory, the Authority may rescind the contract and forfeit earnest money and also retention money and get the remaining work carried out through any other agency or by employing its own labour and materials.

SPECIAL STIPULATIONS

- | | | |
|----|--|---|
| 1. | Amount of earnest money order / | 2% of the tender bid in the form of pay deposit at call from any schedule Bank of Pakistan. |
| 2. | Period of commencement of work from the Authority's order to commence the work. | 14 days. |
| 3. | Time of completion of the whole of works. | 2 months |
| 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. | Period of maintenance. | 03 Months (90 days) |
| 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 AGREEMENT

THIS AGREEMENT made the _____ day of _____ between the Export Processing Zones Authority, with its offices at Karachi Export Processing Zone, Landhi, Karachi. (herein after called the Authority of the one part and M/s. _____ (herein-after called the contractor) of the other part.

WHEREAS the Authority is desirous that certain works viz. Construction of _____ amounting to Rs. _____ (Rupees _____ only) should be constructed and has accepted a Tender by the contractor for the construction, 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 herein after referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, Viz.
 - i. Instructions to Tenderers.
 - ii. General Conditions of Contract.
 - iii. Special Stipulations. Appendix "A"
 - iv. Form of Agreement.
 - v. Form of Tender.
 - vi. Bill of Quantities.
 - vii. Drawing.
3. In consideration 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 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

TENDER FOR THE CONSTRUCTION OF

To:

Dear Sir,

1. Having examined the instructions to Tenderers. Conditions of contract, Appendices, Specifications, Bill of Quantities 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 (60) 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 if we with draw the offer within the aforesaid period of (Sixty) days
Or
The event of being declared successful we fail to execute the formal agreement within the specified period or called upon to do so, the Authority shall be at liberty and at their absolute discretion to forefeel 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 _____ 2015

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: _____

EXPORT PROCESSING ZONE AUHTORITY

KARACHI EXPORT PROCESSING ZONE

BILL OF QUANTITIES

**SUBJECT: SUPPLY OF 15 NOS STREET LIGHT POLES AT APPROACH ROAD KEPZ
KARACHI**

S.No	DESCRIPTION OF WORK	UNIT	QTY	UNIT RATE (Rs.)	AMOUNT
1	Supply of Street light poles 10ft Height made of cast iron/Aluminum in circular shape heavy approved guage fixed on cast iron/Aluminum base plate which will be faster with nut bolts, also LED Bulb of 24 W must be fixed in upper holder. Pole must be of approved guage, make and supplied with all accessories complete as per direction of engineer incharge. (Picture/drawing is also enclosed)	Nos.	15		
	TOTAL			RS.	