

Standard Bidding Document

Hiring of Transport Services For KoFHA Employees (Non-Consultancy Services)

National

Single Stage-One Envelope



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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority)** has reserved Funds for the procurement planned for FY **2026-27**. The **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Hiring of Transport Services For KoFHA Employees**" with the reference of "**P54977**"
2. The **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Bank Guarantee** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/54977>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, July 27, 2026 12:00 PM**. E-bids will be opened on the same day at **Monday, July 27, 2026 12:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **<https://vendors.epads.gov.pk/>**. A

tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I - Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

22.2. The selection technique adopted shall be based on quality and cost, with 70% weightage assigned to quality and 30% to cost. The passing threshold for the technical bid shall be 70%.

23. Opening of Bids

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. Preliminary Examination of Bids

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions, Technical Evaluation

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **BDS**, it shall reject the bids.

27. Correction of Errors

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal

point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. Conversion to Single Currency

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. Evaluation of Bids

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case

the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30. Determination of Most Advantageous Bids

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. Rejection of Bids

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. Single Responsive Bid

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. Arbitration

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. Criteria of Award

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. Procuring Agency's Right to reject All Bids

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. Notification of Award

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. Signing of Contract

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. Corrupt & Fraudulent Practices

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. GRC Procedure

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority)**

The subject of procurement is: **Hiring of Transport Services For KoFHA Employees**

Expected commencement date: **Monday, August 31, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P54977**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Wednesday, July 15, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority)** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid:

1. Experience of the firm in last five years (Attach work order & completion certificates)
2. Valid NTN & SRB Certificates.
3. Detail of income tax return paid during last 03 years.
4. Account Maintenance /Financial stability (certificate from schedule bank).
5. List of vehicles owned with Model and Registration No's.(7/8 seater Suzuki Apv (A/c) or equivalent & 14/15 Seater Toyota Hi-ace (A/C) or equivalent having Model 2018 or above & registration 2022 or above.
6. Fitness Certificates of each Vehicle.
7. Route Permit of Each Vehicle.
8. An Affidavit to the effect that the firm is not blacklisted by any government, semigovernment, autonomous body or by any other organization.
9. An Affidavit to the effect that all documents / particulars / information given with this qualification documents are true.
10. An Affidavit to the effect that is and the firm is not presently involved nor has been in litigation with its past and current employers. Should this be otherwise, the Applicant must provide such details of "Litigation History".
11. All above affidavits should be provided on non-judicial Stamp Paper duly attested.

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **148 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank**

Guarantee

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, July 27, 2026 12:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day : **Monday**

Date: **Monday, July 27, 2026**

Time : **12:30 PM**

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see *Evaluation Criteria*

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Call at Deposit, Bank Guarantee**

21.

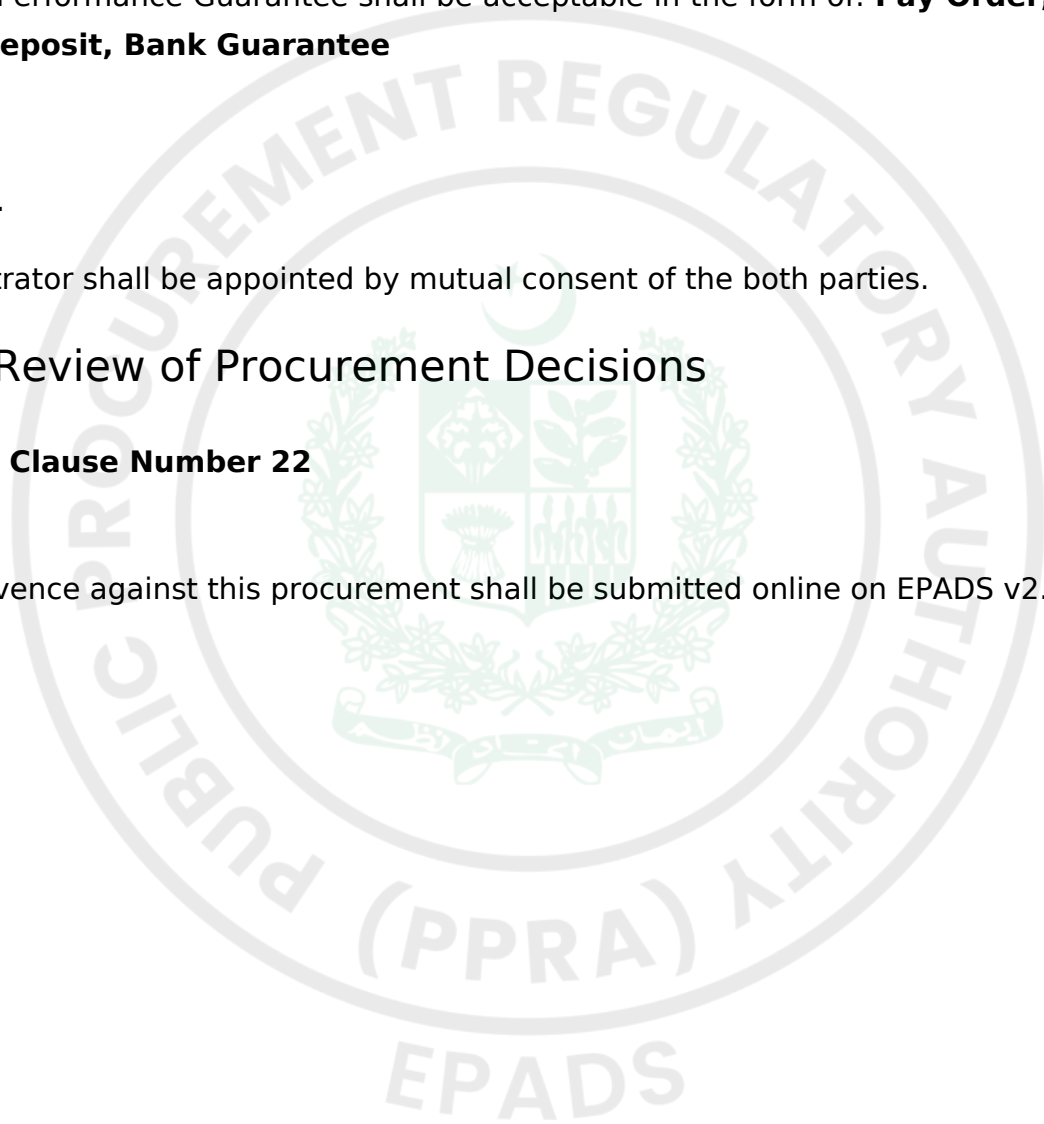
51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievance against this procurement shall be submitted online on EPADS v2.0.

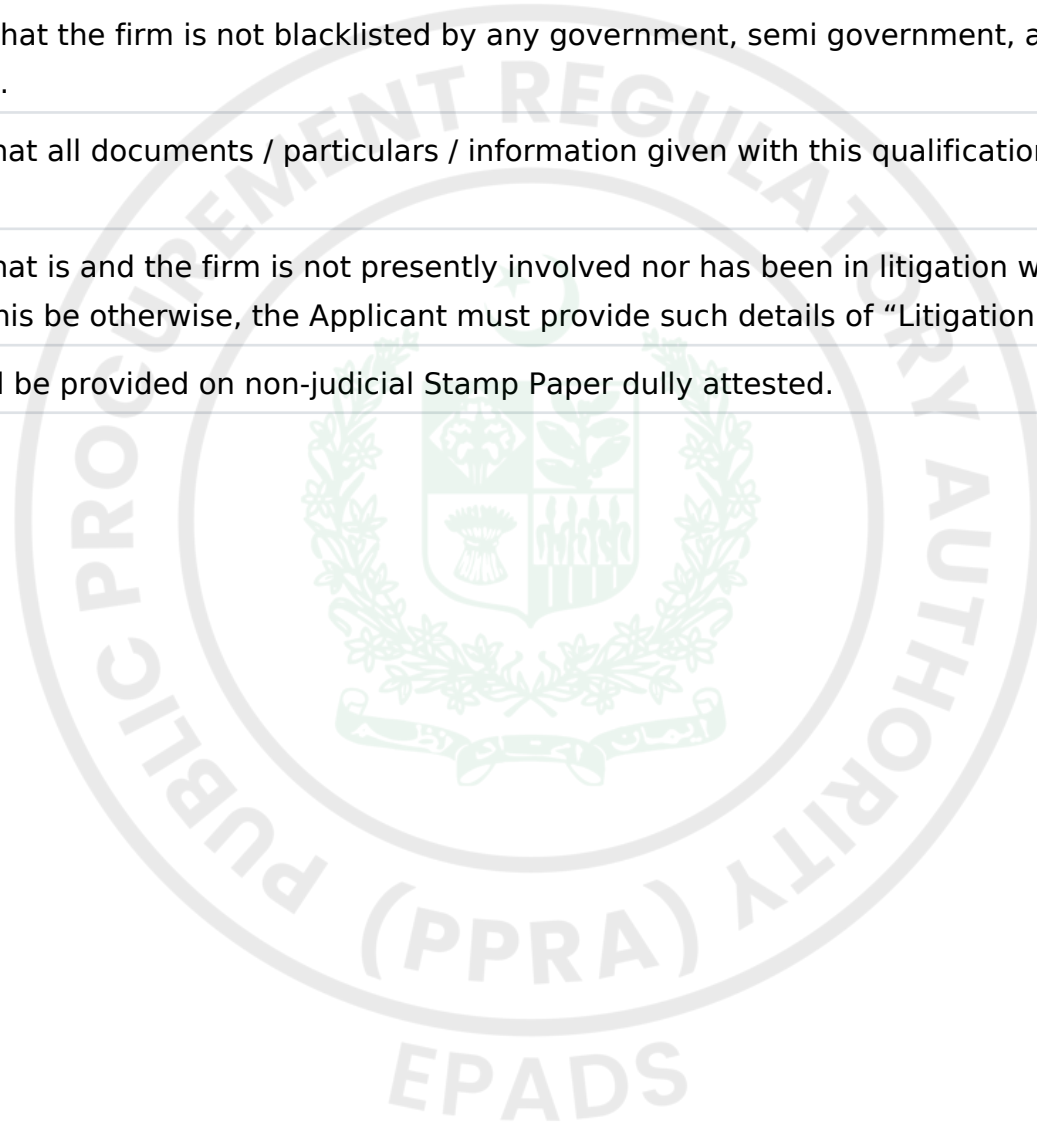


Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	

Eligibility Criteria	Document
a. Experience of the firm in last five years (Attach work order & completion certificates)	Yes
b. Valid NTN & SRB Certificates.	Yes
c. Detail of income tax return paid during last 03 years.	Yes
d. Account Maintenance /Financial stability (certificate from schedule bank).	Yes
e. List of vehicles owned with Model and Registration No's.(7/8 seater Suzuki Apv (A/c) or equivalent & 14/15 Seater Toyota Hi-ace (A/C) or equivalent having Model 2018 or above & registration 2022 or above.	Yes

f. Fitness Certificates of each Vehicle.	Yes
g. Route Permit of Each Vehicle.	Yes
h. An Affidavit to the effect that the firm is not blacklisted by any government, semi government, autonomous body or by any other organization.	Yes
i. An Affidavit to the effect that all documents / particulars / information given with this qualification documents are true.	Yes
j. An Affidavit to the effect that is and the firm is not presently involved nor has been in litigation with its past and current employers. Should this be otherwise, the Applicant must provide such details of "Litigation History".	Yes
k. All above affidavits should be provided on non-judicial Stamp Paper dully attested.	Yes



Evaluation Criteria

Least Cost Based Selection (LCBS)



Required Services

Lot Title : Hiring of Transport Services for KoFHA Employees

Bid Security : 200000 PKR

Position	Delivery Schedule	Quantity
14/15 seater Air Conditioned Vans Preferably Toyota Hi-ace or equivalent	<p>Address: Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).</p> <p>Schedule: 365 Days</p> <p>Quantity: 01/Qty</p>	1/Qty
14/15 seater Air Conditioned Vans Preferably Toyota Hi-ace or equivalent	<p>Address: Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).</p> <p>Schedule: 365 Days</p> <p>Quantity: 01/Qty</p>	1/Qty
7/8 seater Air Conditioned Vans Preferably Suzuki APV or equivalent	<p>Address: Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).</p> <p>Schedule: 365 Days</p> <p>Quantity: 01/Qty</p>	1/Qty

Related Services :

No



Services Specifications

Lot Title : Hiring of Transport Services for KoFHA Employees

Position: 14/15 seater Air Conditioned Vans Preferably Toyota Hi-ace or equivalent

Specifications / Requirements:

Having Model 2018 & Above And Registration 2022 & Above. Lyari → Shershah → Gulbai → Jail Chowrangi → PECHS → Defence → Korangi → KoFHA and vice versa.

Position: 14/15 seater Air Conditioned Vans Preferably Toyota Hi-ace or equivalent

Specifications / Requirements:

Having Model 2018 & Above And Registration 2022 & Above. 2-Minute Chowrangi → New Karachi Police Station → Gulberg → Gulshan Chowrangi → Shah Faisal → Korangi → KoFHA and vice versa.

Position: 7/8 seater Air Conditioned Vans Preferably Suzuki APV or equivalent

Specifications / Requirements:

Having Model 2018 & Above And Registration 2022 & Above. Scheme-33 → Gulistan-e-Jauhar → Malir → KoFHA and vice versa.

Scope of Work

1. Whereas the Authority intends to hire three (03) Vans i.e (01 No's 7/8 seaters-Suzuki APV or Equivalent & 02 No's 14/15 Seater-Toyota Hiace or equivalent inclusive of all applicable taxes i.e income tax and Sindh sales tax, duties, maintenance and repair costs, driver's wages, insurance, and all other expenses incidental to the operation of the vehicles on the designated routes during all official working days throughout the contract period from the city to Korangi Fisheries Harbour Authority, Chashma Goth, Deh Rehri, District Malir, Karachi, and back at a fixed daily rate shown against each vehicle for a period of One Year with effect from the date of signing of this Contract Agreement.
2. POL shall be provided by KoFHA for the three (03) vans based on the agreed routes. In the event that any additional route is assigned beyond the agreed routes, the corresponding POL consumption for such additional route shall be reimbursed separately in addition to the POL allocated for the agreed routes.
3. The contract shall be awarded for an initial period of one (01) year, extendable for a further period of one (01) year subject to satisfactory performance of the contractor and mutual consent of the parties on the same terms and conditions.

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. **Commencement, Completion, Modification, and Termination of Contract**

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the SCC.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Executive Engineer Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is: Hiring of Transport Services For KoFHA Employees

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Executive Engineer Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).
+92-334-309-3643
noorae04@gmail.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Executive Engineer
Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).
+92-334-309-3643
noorae04@gmail.com

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.50%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Call at Deposit, Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and

proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P54977**

To: **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Executive Engineer Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Executive Engineer Chashma Goth, Rehri, Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Hiring of Transport Services For KoFHA Employees (P54977)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

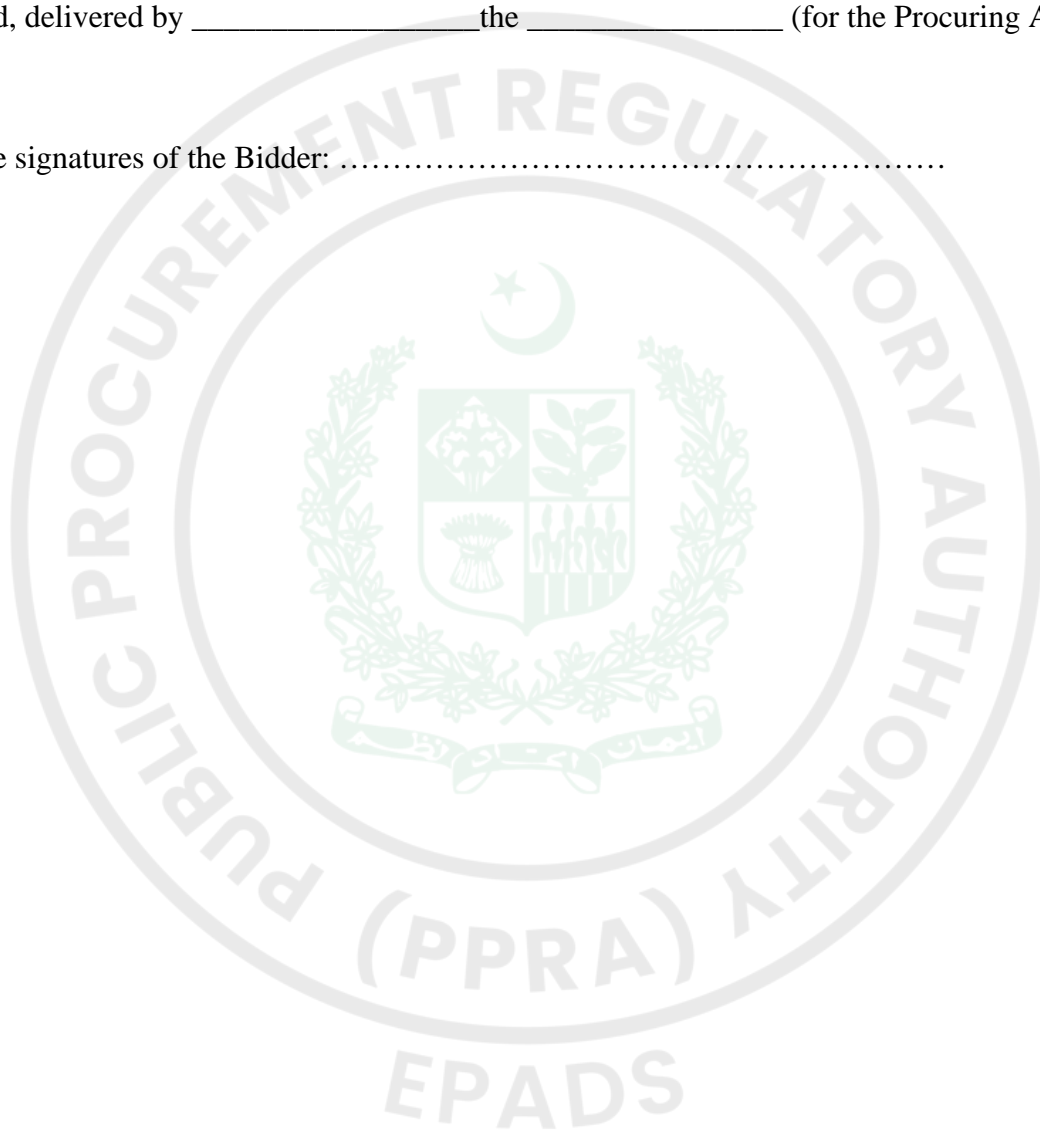
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



Performance Guarantee Form

Performance Guarantee Form

To: **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Executive Engineer Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Technical Proposal

Technical Proposal

The Korangi Fisheries Harbour Authority,
Chashma Goth, Deh Rehri,
District Malir, Karachi.

The following information's/papers/documents are submitted as evidence duly attested along with the tender documents,

1. Experience of the firm in last five years (Attach work order & completion certificates)
2. Valid NTN & SRB Certificates.
3. Detail of income tax return paid during last 03 years.
4. Account Maintenance /Financial stability (certificate from schedule bank).
5. List of vehicles owned with Model and Registration No's.(7/8 seater Suzuki Apv (A/c) or equivalent & 14/15 Seater Toyota Hi-ace (A/C) or equivalent having Model 2018 or above & registration 2022 or above
6. Fitness Certificates of each Vehicle.
7. Route Permit of Each Vehicle.
8. An Affidavit to the effect that the firm is not blacklisted by any government, semi government, autonomous body or by any other organization.
9. An Affidavit to the effect that all documents / particulars / information given with this qualification documents are true.
10. An Affidavit to the effect that is and the firm is not presently involved nor has been in litigation with its past and current employers. Should this be otherwise, the Applicant must provide such details of "Litigation History".
11. All above affidavits should be provided on non-judicial Stamp Paper duly attested.

Note: Failing to Provide above documents will result in rejection of financial bid.

Karachi dated this _____ day of _____ 2026

Signature _____ in the capacity of _____

Duly authorized to sign the tender for and on behalf of our firm.

SIGNATURE

Stamp of Firm

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical Proposal** (page number: 71)

Financial Proposal

As per the attached PDF.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Proposal** (page number: 72)

Instruction to bidders

As per the attached PDF.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Instruction to bidders** (page number: 74)

General Instructions, Conditions and Contractual Provisions

The following instructions, conditions, procedures, specifications, requirements and other provisions shall be read as an integral part of this Bidding Document. By submitting a bid, the Bidder shall be deemed to have carefully read, understood and accepted all such provisions without reservation. Upon acceptance of the successful Bid and execution of the Contract Agreement, these provisions shall form an integral and binding part of the Contract Agreement and shall be enforceable accordingly.

Information (Read-Only)

See Form Under Additional Forms and Documents: **General Instructions, Conditions and Contractual Provisions** (page number: 76)



Procurement Forms







Additional Forms and Documents

Technical Proposal

The Korangi Fisheries Harbour Authority,
Chashma Goth, Deh Rehri,
District Malir, Karachi.

The following information's/papers/documents are submitted as evidence duly attested along with the tender documents,

- a. Experience of the firm in last five years (Attach work order & completion certificates)
- b. Valid NTN & SRB Certificates.
- c. Detail of income tax return paid during last 03 years.
- d. Account Maintenance /Financial stability (certificate from schedule bank).
- e. List of vehicles owned with Model and Registration No's.(7/8 seater Suzuki Apv (A/c) or equivalent & 14/15 Seater Toyota Hi-ace (A/C) or equivalent having Model 2018 or above & registration 2022 or above.
- f. Fitness Certificates of each Vehicle.
- g. Route Permit of Each Vehicle.
- h. An Affidavit to the effect that the firm is not blacklisted by any government, semi government, autonomous body or by any other organization.
- i. An Affidavit to the effect that all documents / particulars / information given with this qualification documents are true.
- j. An Affidavit to the effect that is and the firm is not presently involved nor has been in litigation with its past and current employers. Should this be otherwise, the Applicant must provide such details of "Litigation History".
- k. All above affidavits should be provided on non-judicial Stamp Paper dully attested.

Note: Failing to Provide above documents will result in rejection of financial bid.

Karachi dated this _____ day of _____ 2026

Signature _____ in the capacity of _____

Duly authorized to sign the tender for and on behalf of our firm.



SIGNATURE

Stamp of Firm

Financial Proposal

The Korangi Fisheries Harbour Authority,
Chashma Goth, Deh Rehri,
District Malir, Karachi.

Having carefully examined and understood the terms and conditions contained in the Tender Documents issued by Korangi Fisheries Harbour Authority (KoFHA) for the hiring of three (03) No's Vans i.e one (1)- Suzuki Apv (A/c) or equivalent & Two (2) no's 14/15 Seater Toyota Hi-ace (A/C) or equivalent having model 2018 or above and registration 2022 or above) for transportation of KoFHA employees between the city and Korangi Fisheries Harbour Authority and inclusive of all applicable taxes i.e income tax and Sindh sales tax, duties, ,maintenance and repair costs, driver's wages, insurance, and all other expenses incidental to the operation of the vehicles on the designated routes during all official working days throughout the contract period.

That at the time of opening of bid the fuel (PETROL) Price is Rs. _____ per ltr.

- i. We are enclosing here pay order of Rs. _____/- drawn in the name of Korangi Fisheries Harbour Authority as bid security, which can be forfeited if we failed to provide the required number/standard of vehicles for inspection of transport officer before execution of the agreement.
- ii. We agree to pay all cost towards the execution of formal agreement including cost of stamps if our offer is accepted by the KoFHA and we are asked to execute agreement on prescribed format.
- iii. We understand that Authority is not bound to accept offer merely on the ground of being lowest, as per PPRA Rules 38" The bidder with the *most advantageous bid, if not in conflict with anyother law, rules, regulations or policy of the Federal Government, shall be awarded the procurement contract, within the original or extended period of bid validity.
- iv. We understand that Authority has right to accept or reject all or any offer without assigning any reason.
- v. We understand and agree that payment of the hiring charges shall be made on a monthly basis during the succeeding month, based on the actual deployment of vehicles and services rendered on official working days. No payment shall be admissible for weekly off days, gazetted holidays, or any day on which the vehicles are not deployed for the services specified under the contract. We certify that above offer is valid for 148 days from the date of tender opening.
- vi. We undertake to furnish a Performance Security equivalent to ten percent (10%) of the total contract value for the initial contract period of twelve (12) months for all three (03) vans, in the form of a Pay Order or an unconditional Bank Guarantee issued by a Scheduled Bank of Pakistan having a minimum AAA credit rating. The Performance Security shall be submitted within the time prescribed in the Letter of Acceptance and shall remain valid in accordance with the terms and conditions of the Contract.

Karachi dated this _____ day of _____ 2026

Signature _____ in the capacity of _____

Duly authorized to sign the tender for and on behalf of our firm.

SIGNATURE

Stamp of Firm

Bill of Quantities

we hereby offer our monthly rates of all three vans as follows:

S.No	Description	Rates per Vehicle/Day	Quantity	Total Monthly Amount (22) working days	Make, model and Registration	Route
1.	14/15 seater Air Conditioned Vans Preferably Toyota Hi-ace or equivalent (Registration 2022 & above, & model 2018 & above).		01			Route-1 120 km up & down
2	14/15 seater Air Conditioned Vans Preferably Toyota Hi-ace or equivalent (Registration 2022 & above, & model 2018 & above).		01			Route-2 120 km up & down
3	7/8 Seater Air Conditioned Van Preferably Suzuki APV or Equivalent		01			Route-3 75 km up & down
	Total Amount for all three (3) Vans for 12 Months.	In Words Rs _____ In Figures Rs _____				

Karachi dated this _____ day of _____ 2026

Signature _____ in the capacity of _____ duly authorized to sign the tender for and on behalf of our firm.

Note : The workings days are taken as 22 days in a month as the offices are closed on Saturday & Sunday, however gazetted public holidays will also be observed for which no payment shall be made. Moreover, any changes in weekly holidays by Government may take effect accordingly. The monthly amount will vary as per actual provision of the transport service by the Contractor.



SIGNATURE

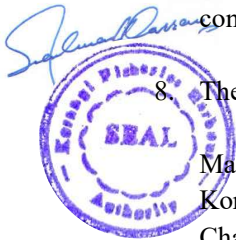
Stamp of Firm

KORANGI FISHERIES HARBOUR AUTHORITY(KoFHA)

Subject: - **INSTRUCTION TO BIDDERS**

1. Interested firms/contractors may bid through e-Pak Acquisition & Disposal System version 2.0 (e-PADS v2.0).
2. The procurement shall be conducted through the **Single Stage One Envelope Procedure** in accordance with Rule 36(a) of the Public Procurement Rules, 2004.
3. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through EPADS v2.0.
4. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of EPADS v2.0, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>.
5. Each bid shall be accompanied by a Bid Security of not less than PKR 200,000 (Pak Rupees Two Hundred Thousand Only) in the form of a Pay Order or an unconditional Bank Guarantee issued by a Scheduled Bank of Pakistan having a minimum AAA credit rating. The Bid Security shall be in favour of Korangi Fisheries Harbour Authority (KoFHA) and shall remain valid for a period of one hundred and forty-eight (148) days from the date of bid opening. Bid Securities issued by insurance companies shall not be accepted.
6. Queries of the Tenderers (if any) for seeking clarifications regarding the specifications of the services must be submitted through e-PADS v2.0 not later than (7) days from the date of first publication of the Tender Notice.
7. The Tenderer must submit tenders on the basis of complete fulfillment of requirements. Failure to meet any requirement will cause disqualification of the Tenderer. Alternative/ conditional tenders will not be considered.
8. The contact detail for all correspondence in relation to this tender is as follows:

Manager Administration
 Korangi Fisheries Harbour Authority
 Chashma Goth, Rehri, District Malir Karachi
 P.O. BOX 15804, Karachi-75160
 Telephone #021- 35013311-15
 Fax # 021-35015096
 Email: korangiharbour@gmail.com



9. Authority (KoFHA) will not be responsible for any costs or expenses incurred by Tenderer in connection with the preparation or submission of the tender on e-PADS v2.0.
10. POL shall be provided by KoFHA for the three (03) vans based on the agreed routes. In the event that any additional route is assigned beyond the agreed routes, the corresponding POL consumption for such additional route shall be reimbursed separately in addition to the POL allocated for the agreed routes.
11. **Route-1:** Approximately 120 km (round trip) covering the following route:
Lyari → Shershah → Gulbai → Jail Chowrangi → PECHS → Defence → Korangi → KoFHA and vice versa.
- Route-2:** Approximately 120 km (round trip) covering the following route:
2-Minute Chowrangi → New Karachi Police Station → Gulberg → Gulshan Chowrangi → Shah Faisal → Korangi → KoFHA and vice versa.
12. **Route-3:** Approximately 75 km (round trip) covering the following route:
Scheme-33 → Gulistan-e-Jauhar → Malir → KoFHA and vice versa
13. KoFHA reserves the right to accept or reject any or all Bids as per Rule-33 of PPRA Rules – 2004 and no claim shall be entertained in this regard and Authority's decision shall be final and binding upon all the parties/firms.





**KORANGI FISHERIES HARBOUR AUTHORITY
MINISTRY OF MARITIME AFFAIRS
GOVERNMENT OF PAKISTAN**

HIRING OF TRANSPORT SERVICES FOR KOFHA EMPLOYEES



JUNE, 2026

ORIGINAL DOCUMENT MUST BE RETURNED DULY SIGNED & STAMPED

**FORM OF CONTRACT AGREEMENT & TERMS & CONDITIONS FOR
HIRING OF TRANSPORT SERVICES FOR KOFHA EMPLOYEES**

1. This agreement is made at Karachi on _____, 2026 BETWEEN, Korangi Fisheries Harbour Authority established under Ordinance No.XVI 1982, hereafter referred the "Authority" which expression shall include its Administrators, legal representatives, successors and assigns of the one part and M/s hereinafter referred the "Transport Contractor" which expression shall include their Administrators, legal representatives, successor and assigns of the other part.
2. Whereas the Authority intends to hire three (03) Vans i.e (01 No's 7/8 seaters-Suzuki APV or Equivalent & 02 No's 14/15 Seater- Toyota Hiace or equivalent inclusive of all applicable taxes i.e income tax and Sindh sales tax, duties, maintenance and repair costs, driver's wages, insurance, and all other expenses incidental to the operation of the vehicles on the designated routes during all official working days throughout the contract period from the city to Korangi Fisheries Harbour Authority, Chashma Goth, Deh Rehri, District Malir, Karachi, and back at a fixed daily rate shown against each vehicle for a period of One Year with effect from the date of signing of this Contract Agreement.
3. POL shall be provided by KoFHA for the three (03) vans based on the agreed routes. In the event that any additional route is assigned beyond the agreed routes, the corresponding POL consumption for such additional route shall be reimbursed separately in addition to the POL allocated for the agreed routes.
- 4.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS

- i) The contractor shall perform the works as define in and in accordance with the Bill of Quantity and provisions of Letter of Intent, titled" HIRING OF TRANSPORT SERVCIES FOR KOFHA EMPLOYEES vide Letter No. dated 2026.
- ii) The contract document shall consist of the following document, which will be deemed to form and be read and construed as part of this contract Agreement viz.
 - a. Tender Notice issued through KoFHA dated along with associated documents mentioned therein.
 - b. The Bill of Quantities (Abstract of Cost duly filled by the Contractor)/ Terms & Conditions.
 - c. The Letter of Intent vide No. dated
 - d. The Performance security amounting to Rs. _____/- vide challan / Pay order /B.G No. _____ dated _____.



5. That in the Transport Agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
6. That in consideration of payment to be made by the Authority to the Transport Contractor as hereinafter mentioned, the Transport Contractor hereby covenants with the Authority to provide transport services in conformity, in all respects to the provisions of this contract to the entire satisfaction of the Authority.

7. That the Authority hereby covenants to pay the Transport Contractor in consideration of plying vans on the rates and the conditions as under: -

a. **14/15 SEATER VANS**

One trip up and down daily from city to the office of Korangi Fisheries Harbour Authority, located at Chashma Goth, Deh Rehri, District Malir, Karachi, and back @ Rs.- per vehicle per day. The payment shall be made on monthly basis for total numbers of days during which the transport services were provided. No payment shall be made for weekly holidays and all public holidays. However, additional payment shall be made for an additional trip (if required) @ per trip up/down or P/hr basis (in case of late sittings) which ever the conditions prevail, dully approved by the transport officer.

b. **07/8 SEATER VAN**

One trip up and down daily from city to the office of Korangi Fisheries Harbour Authority, located at Chashma Goth, Deh Rehri, District Malir, Karachi, and back @ Rs.- per vehicle per day. The payment shall be made on monthly basis for total numbers of days during which the transport services were provided. No payment shall be made for weekly holidays and all public holidays. However, additional payment shall be made for an additional trips (if required) @ trip up/down or P/hr basis (in case of late sittings) which ever the conditions prevail, dully approved by the transport officer.



8. That there will be no revision of rates during the tenure of this agreement.
9. That vehicles of required model & condition declared to be satisfactory by the Inspection Committee will only be acceptable.
10. That the vehicles of Transport Contractors in case of curfew and other disturbances in the city are not allowed to go to the fixed spots/points then the vehicles shall pick-up and drop the employees at the nearest and safe points in the area, so fixed by Manager (Administration) , but, no additional charges shall be paid on this account.
11. Authority reserves the right to increase and decrease the number or Vans as per its requirements of seating capacity. The payment will be released as per actual number of vans deployed.
12. That the Transport Contractor will not reduce the number of vehicles approved but will add and increase (as and when asked by the Authority with due notice) the number of vehicles at the same rates, terms and conditions within a period of three (03) days. Failing which necessary arrangement will be made by the Authority on the risk & cost of contractor. The payment will be made accordingly.
13. That the vehicles offered for hire will have the carrying capacity of 14/15 passengers & 07/8 passengers respectively, as shown in Clause-7 above.
14. That Transport Contractor shall ensure that the employees are picked up from their respective pickup points enroute and reach the Harbour 05 minutes before the starting time of the office hours and for the return journey the vehicles will leave the Harbour 5 minutes after the closing time of the shift/working/office hours.
15. That in the event of failure of a vehicle, the Transport Contractor shall immediately provide another vehicle which shall in no case be inferior to that of originally provided, in terms of General/Mechanical condition and model. Whenever Transport Contractor desire to withdraw any

vehicle or vehicles for the purpose of repairs etc: he will inform to the Transport Officer in writing making the alternate arrangements and will withdraw such vehicle only after obtaining approval from Manager (Administration).

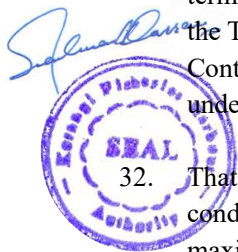
16. For replacing any of the approved van during the contract period, prior approval of Manager (Administration) would be required. The proposal for replacement would also require reasons for the change and period required.
 - a. The replacement to be provided, would be of the same make and model as approved by the Inspection Committee and would require approval of Manager (Administration).
 - b. Any inevitable replacement during the contract period shall be made after inspection and clearance of the Manager (Administration).
17. That the Transport Contractor will not in any way suspend / stop the transport operation by withdrawing the vehicles from assigned routs. In case, the vehicles will be arranged by the Authority on the risk & cost of contractor.
18. That the Transport Contractor shall be responsible for providing drivers/conductors, diesel, oils, other lubricants, maintenance and repairs of the vehicles, payment of pay and allowance etc. to his drivers and all other persons employed by the Transport Contractor on the fleet of these vehicles. The Transport Contractor shall be responsible to maintain the vehicles in excellent and serviceable conditions at their expenses.
19. That the authorized officers of the Authority shall carry out physical inspection of all vans atleast once a month on any day or even daily to check their General and Mechanical conditions and shall render a report to Manager (Administration) for his information. The defects so noticed/observed shall be communicated to the Transport Contractor in writing by the Transport Section who shall immediately take the work in hand and report compliance to Transport Section under intimation to Manager (Administration).
20. As approved by the Transport Committee, the Transport Contractor will ensure to ply following registration number vans, 01 Nos (07/8 Seaters) & 02 Nos(14/15 seater).

<u>S. No.</u>	<u>Reg. No.</u>	<u>Make/Type</u>	<u>Model</u>	<u>Reg. Year</u>	<u>Route</u>

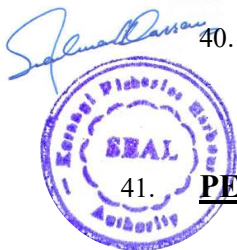
21. That in the event of break down, Transport Contractor shall make immediate arrangements for repairs/replacement, failing which a fine @ maximum equal of one day charges per vehicle/day will be imposed. Moreover hiring charges of particular day shall also be deducted.

22. That the vehicle could not initially starts the journey (Not carrying the employees) due to disturbance in the city or any other cogent reasons the Contractor shall not be paid the hiring charges for the particular day only. Such amount shall be recoverable from monthly bills of the Transport Contractor.

23. That the schedule vehicles (Carrying employees) could not approach KoFHA and returned back from minimum half way to Harbour due to disturbance or any other cogent reason, an amount to equal of 10 ltrs (Ten) Petrol/HSD will be paid to contractor for the particular day. However, hiring charges of that day will not be paid.
24. That while on duty, the vehicles will not be allowed to carry passengers other than those of KoFHA officers/staff. In the event of any breakdown either at the starting point enroute or at Harbour the contractor will responsible to provide replacement within his own resources within two hours, failing which damages will be charged by the Authority as it may deem fit.
25. That the Transport Contractor will depute a responsible person to receive instructions from KoFHA, who should have full authority for taking decision on behalf of the contractor, he may be present on every working day in the Korangi Fisheries Harbour Authority during office hours.
26. That none of the employees, workers or labours employed by the Transport Contractor shall be deemed in any way as the employees/workers/labours of the Authority. The Transport Contractor or their representative shall follow honour and abide by all the labour laws including the workman's compensation act, in determining the terms and conditions of serviced of their workers, labourers and employees.
27. That the Transport Contractor shall always keep the Authority indemnified from all claims, demands, compensations and damages, which may be claimed from the Authority by any person/persons or employees of the Transport Contractor.
28. That the payment of hiring charges of the vans will be made on presentation of the monthly bill by the Transport Contractor on completion of every calendar month. The bill would be submitted by 05th of the following month. All taxes shall be deducted as per prevalent/in vogue.
29. That the KoFHA reserves the right at all times to terminate (before completion the tenure) this agreement/contract in writing without assigning any reason thereof by giving the Transport Contractor 60 days notice of the intention to terminate this agreement. The Transport Contractor can also give such notice of termination giving 60 days prior notice to the Authority.
30. That in event of such termination, the Transport Contractor on or before the expiry of the aforesaid period of 60 days, shall cease to be the Transport Contractor under this Agreement and shall be liable to removing themselves their employees & workers from the job assigned to them under this agreement, after obtaining due clearance from the Authority.
31. That upon termination of this Agreement the Transport Contractor shall be entitled to receive payments, if any under the terms and conditions of this Agreement for the job done upto the date of such termination, after deduction of liquidated damages, penalty, fine and claim, if any, as is stipulated in the Transport Contract (in this respect decision of Authority shall be final and binding on the Transport Contractor) and such determination shall not form the subject matter of any reference to Arbitration under this Agreement or otherwise.
32. That the Contractor shall continue to operate Vans at the existing rates and on the same terms and conditions until such time a new contract is awarded even after the expiry of this contract up to maximum 120 days failing which transport will be arranged by KoFHA on the risk and cost of the contractor.



33. That notwithstanding anything contained to the contrary herein or in any of the documents mentioned herein above, it is agreed and understood that the Authority shall have the right to cancel the job under this contract and to revoke this agreement without assigning any reason thereof, in which event the Transport Contractor shall have no claim for damages or compensation of any kind whatsoever against the Authority. The Transport Contractor shall, however be entitled to receive actual amount on the rate of jobs done by them until the time of the abandonment under the contract from which the contract stipulates payment by the Authority to them.
34. That the contractor will ensure that the drivers and the other staff employed by him are disciplined and law abiding nationals of Pakistan, he shall also ensure that vehicles drivers will not be changed frequently to the annoyance of user staff as new drivers are likely to be unfamiliar with the normal conduct operation and route etc. to be followed.
35. That in case the contractor is required by KoFHA to ply his vehicles during any riots or disturbances agitation or public disturbances and as a result of such operation any vehicle of the contractor used for discharging its obligation is damaged or destroyed, the Authority shall not be liable to reimburse for the loss sustained by Contractor.
36. That neither parties shall be liable for any failure delay in performing their obligations due to any cause beyond reasonable control including without limitation fire act, enemy war, rebellion, insurrection, fire accident, act of God, act of state or the judiciary.
37. That amongst any sum of money recoverable from the contractor due to any default under this agreement or otherwise KoFHA shall be entitled to deduct the said recoverable amount from any money due or to become due to KoFHA from the Security deposit of the contractor held by KoFHA or any bills payable to the contractor.
38. That all matters of dispute and differences arising out of this agreement between KoFHA and the contractor, the settlement of which is not otherwise, specifically provided in this agreement shall be referred to the Manager (Administration), KoFHA whose decision shall be final and binding on both the parties. The services under this agreement shall continue during the proceeding before the said Manager (Administration) and no payment due to or payable by KoFHA shall be withheld on account of the dispute. The venue of arbitration shall be office of KoFHA or any other place as the Manager (Administration) of KoFHA at his discretion may determine.
39. That in case of delay en-route due to any defects, discrepancy etc. causing inconvenience to employees, a penalty would be imposed as follows:
- | | | |
|----|------------------------------------|--------------------------|
| a. | Late arrival from 05 to 30-minutes | Rs.500/= per day/vehicle |
| b. | Late arrival over 30 minutes | Rs.800/= per day/vehicle |
40. That the vehicle will ply on the routes given by the authority. Routes assigned may be changed as and when required, depending upon the requirement of the Authority. The up/down distance of the route may vary but shall cover, upto 120 KMs both ways (up/down).



41. **PENALTY / DEDUCTION CLAUSES:**

- (i) THE CONTRACTOR to start providing the services from the date communicated by Korangi Fisheries Harbour Authority, failing which penalty @ 2% per day of total quoted value but not exceeding 10% of the total quoted value for one month be imposed. However, in case of urgent requirement vehicle will be provided to Korangi Fisheries Harbour Authority as per requirement and satisfaction within 24 hrs notice period on the same rates quoted by the Contractor.
- (ii) If the Contractor or his nominated driver fails to pick / drop one or more commuter(s), Rs.1,000/= per person will be deducted upto a maximum of Rs. 2000/-.
- (iii) In case of occurrence of any of the following incidents / problem penalty will be imposed to The Contractor @ Rs.2,000/= day for each of the following:

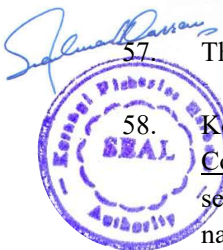
#	Description
(a)	Unsatisfactory general running condition of vehicle
(b)	Rash / negligent driving / misconduct by driver
(c)	Change of driver of the vehicle without prior information
(d)	Unsatisfactory personal hygiene / cleanliness of driver
(e)	Replacement of vehicle without prior approval / inspection of Korangi Fisheries Harbour Authority
(f)	Maximum speed limit violation: Maximum speed limits 80 km/hour on highway. 40 km/hour within Korangi Fisheries Harbour Authority premises or otherwise as per traffic rules
(g)	Un-authorized deviation from specified route
(h)	Non-compliance to safety instructions
(i)	Wearing of improper dress by the driver
(j)	Refueling of vehicles enroute, while Korangi Fisheries Harbour Authority employees are traveling
(k)	Non-compliance to any contractual obligation mentioned in the contract
(l)	Un-authorized person(s) found traveling in KofHA's hired transport

42. The Contractor will ensure that no un-authorized persons while on duty are allowed to enter / travel in the vehicles detailed for picks / drops of Korangi Fisheries Harbour Authority employees. Penalty will be applicable as per clause 41 above.
43. Korangi Fisheries Harbour Authority reserves the right to recover from The Contractor the cost incurred due to any default by the contractor. In case, cost is higher than the penalties mentioned above. Korangi Fisheries Harbour Authority decision in this regard would be final and conclusive.
44. If complaint not rectified within 04 days no trip will be counted till the date rectification is carried out.

SPECIAL TERMS AND CONDITION

45. Driver and vehicle shall not be changed without prior permission of the Korangi Fisheries Harbour Authority. At least 03 days notice shall be given by the Contractor except in case of vehicle breakdown.
46. The Contractor to ensure conducting periodic interviews of all his drivers by the Korangi Fisheries Harbour Authority's authorized representative. Induction / continuation of services by the driver is subject to acceptance by the Korangi Fisheries Harbour Authority.

47. The driver of contract vehicle is not use mobile phone during driving.
48. Driver should have valid driving license (HTV) and other relevant documents or as applicable and should be submitted to office at Korangi Fisheries Harbour Authority within 07 days of contract signing. Personal hygiene of drivers must be good i.e. haircut / dress etc. Drivers must wear decent / clean clothes and be able to converse in Urdu. The following types of drivers will not be acceptable to Korangi Fisheries Harbour Authority.
- Sick and addicts
 - Medically unfit person
 - Bad character or criminals
49. Vehicle supplied must be free from any tax or purchase dispute and preferable registered in the name of The Contractor toll tax(if any) would be the Contractor's responsibility.
50. If any Complaints are received by KoFHA about misbehavior or misconduct of the driver, the contractor may act accordingly as required by Authority for replacement of driver.
51. That The Contractor under no circumstance will sublet this contract or any part thereof to any other person in any form or manner whatsoever, without the consent of the Korangi Fisheries Harbour Authority.
52. That vehicles provided by the contractor should not be older than model / make as mentioned in vehicle specifications as per Notice Inviting Tenders and should be in perfect running condition.
53. The KoFHA can change / amend extend any route according to its requirement whenever deemed necessary.
54. The Contractor may not refuse plying his vehicles in any area of the city.
55. The Contractor shall not hire the vehicle(s) owned by the employees of Korangi Fisheries Harbour Authority.
56. In case of curfew, disturbance or any holiday declared by the Government or strike by the Korangi Fisheries Harbour Authority staff by virtue of which the plying of the vehicle become impossible for which KoFHA will be the sole judge to decide whether to deduct any sum from the contract amount for such day / days except when the first party i.e. Korangi Fisheries Harbour Authority give express intimation in writing of the contractor well in advance to suspend plying of transport for any specified period / periods.
57. The vehicles without permit of "Contract Carriage" will not be accepted.
58. Korangi Fisheries Harbour Authority may deduct from time to time from the amount due to The Contractor, as sum but not exceeding 10% of total contract value for any delay (0.5% per day), poor service, noncompliance to contractual obligations or any other default, if the defaults are of minor nature & have not caused loss or damage to Korangi Fisheries Harbour Authority. However, the fault should be rectified & not remedied at the earliest to the satisfaction of Korangi Fisheries Harbour Authority. Further if all or any of the above stated acts or other act or default of the contractor caused



loss or damage to Korangi Fisheries Harbour Authority or its properties, Korangi Fisheries Harbour Authority shall recover the actual amount of loss or damages so caused or the cost of replacing the damaged items. Korangi Fisheries Harbour Authority’s decision in this regard shall be conclusive and binding upon the Contractor.

- 59. If in the opinion of Korangi Fisheries Harbour Authority, the job is being delayed as compared with the agreed planned / target dates by The Contractor, the company reserve the rights to assist the contractor by providing additional resource at the risk & cost of The Contractor. The decision of Korangi Fisheries Harbour Authority in this regard would be final & conclusive.
- 60. Vehicles running on alternate fuels i.e. diesel/CNG or petrol/CNG or only CNG would not be acceptable or allowed to perform transport duties for the Authority officers/staff.
- 61. Covid-19 SOPs must be strictly adhered to by the Drivers which include using facial mask, gloves & use of hand sanitizers and disinfectants while operating vehicles.
- 62. The contract shall be awarded for an initial period of one (01) year, extendable for a further period of one (01) year subject to satisfactory performance of the contractor and mutual consent of the parties on the same terms and conditions.
- 63. In witness whereof the parties hereto have set their respective hands and seal on the day and year first above written.

On or behalf of Contractor
 Signature _____

 CNIC No. _____
 Add: _____

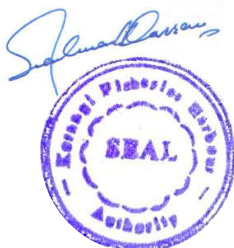
On or behalf of KoFHA
 Secretary
 Signature _____

WITNESS

WITNESS

- 1. Signature _____
 Name. _____
 CNIC No. _____
 Address. _____
- 2. Signature _____
 Name. _____
 CNIC No. _____
 Address. _____

- 1. _____
- 2. _____



INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE, ETC.
PAYABLE BY THE BIDDERS/CONTRACTORS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH PAK. RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____
 Contract Value: _____
 Contract Title: _____

..... [Name of Bidder/Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Bidder/ Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Bidder/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Bidder/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder/Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Bidder/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer:

Name of Bidder/Contractor:

Signature:

Signature:



[Seal]

[Seal]

TITLE OF DOCUMENT: HIRING OF TRANSPORT SERVICES FOR KOFHA EMPLOYEES



STANDARD FORMS



FORM OF BID SECURITY

Security Executed on _____
(Date)

Expiry on _____
(Date)

Name of Surety with Address: _____

Name of Principal (Bidder) with Address _____

Penal Sum of Security PKR _____ (Pak Rupees _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Bidder has submitted the accompanying Bid dated _____ for _____
(Particulars of Bid) to the said Employer; and

- (1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under: that the Bid Security shall remain in force for a period fourteen (14) days beyond the Bid Validity date i.e., upto _____.
- (2) that the Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;
- (3) that the Bid Security of the lowest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and
- (4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.16 and IB.35 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract

or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY

(Schedule Bank/Insurance Company)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



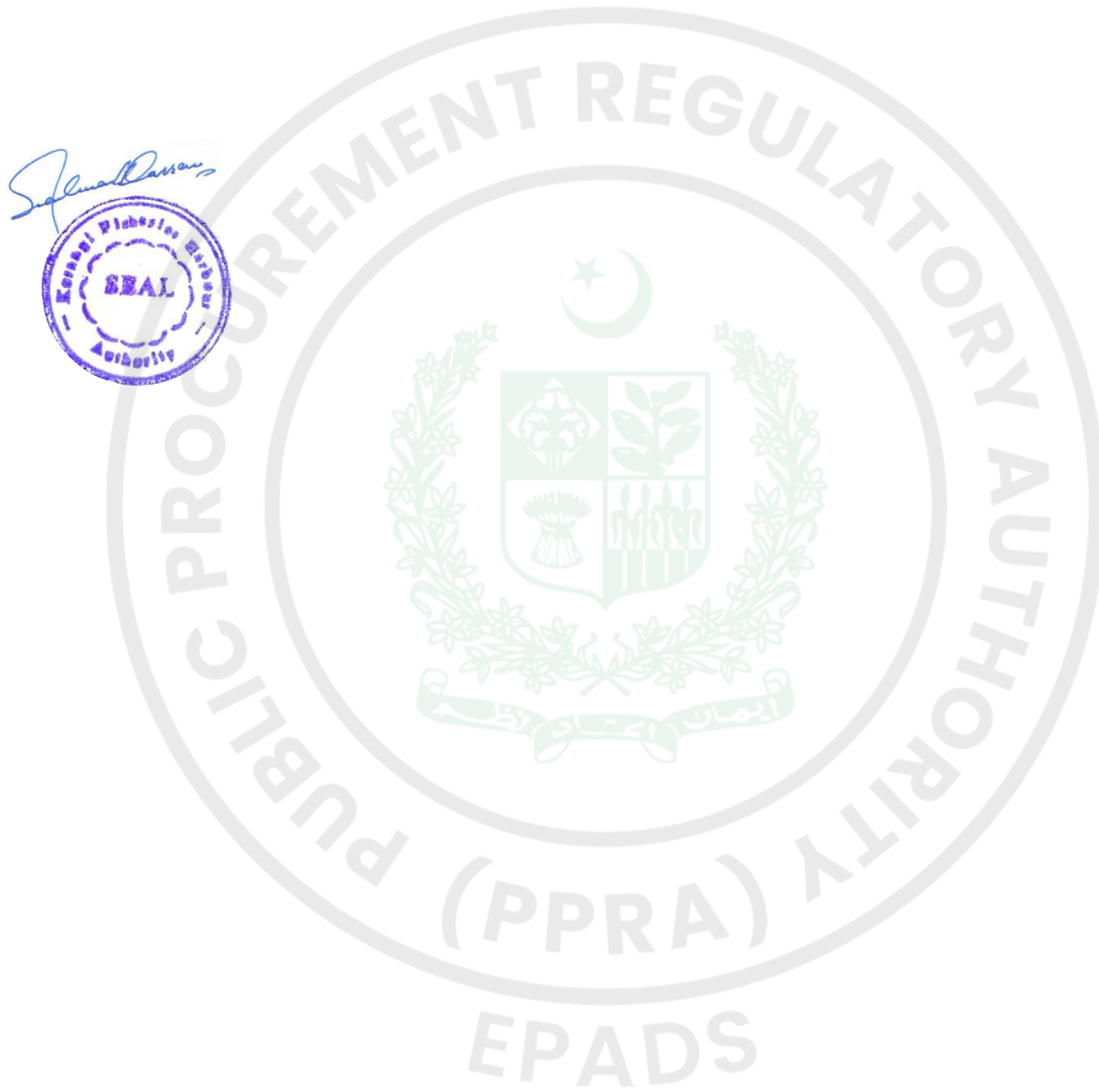
FORM OF PERFORMANCE SECURITY

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]



Name of Guarantor with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (*express in words and figures*) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the

_____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____

_____ (*Name of Contract*) for the _____

_____ (*Name of Project*).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 11, Defects After Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defense under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



Guarantor
(Schedule Bank/ Insurance Company)

WITNESS:

Signature _____

1. _____

Name _____

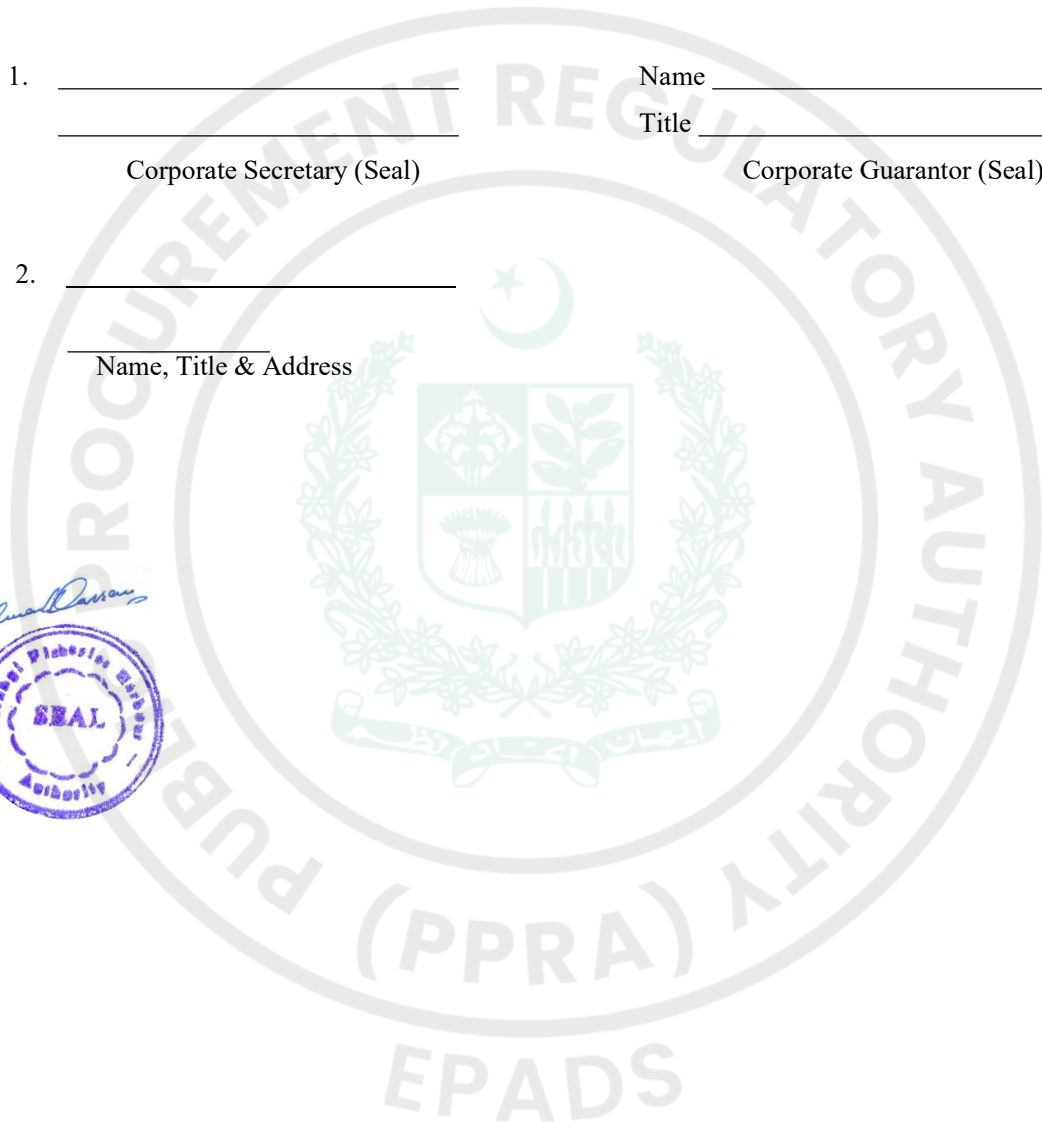
Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

_____ Name, Title & Address



Letter of Acceptance

[Letterhead paper of the Employer]

NAME OF CONTRACT: _____

CONTRACT NUMBER: _____

TO : _____

Date: _____

Your Reference: _____

Our Reference: _____

We thank you for your Bid dated _____

for the execution and completion of the Works comprising the above-named Contract and remedying of defects therein, all in conformity with the terms and conditions contained in the Contract.

We have pleasure in accepting your Bid for the Accepted Contract Amount of:

_____ [currency and amount in figures]

_____ [currency and amount in words]

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted Contract Amount or such other sums to which you may become entitled under the terms of the Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

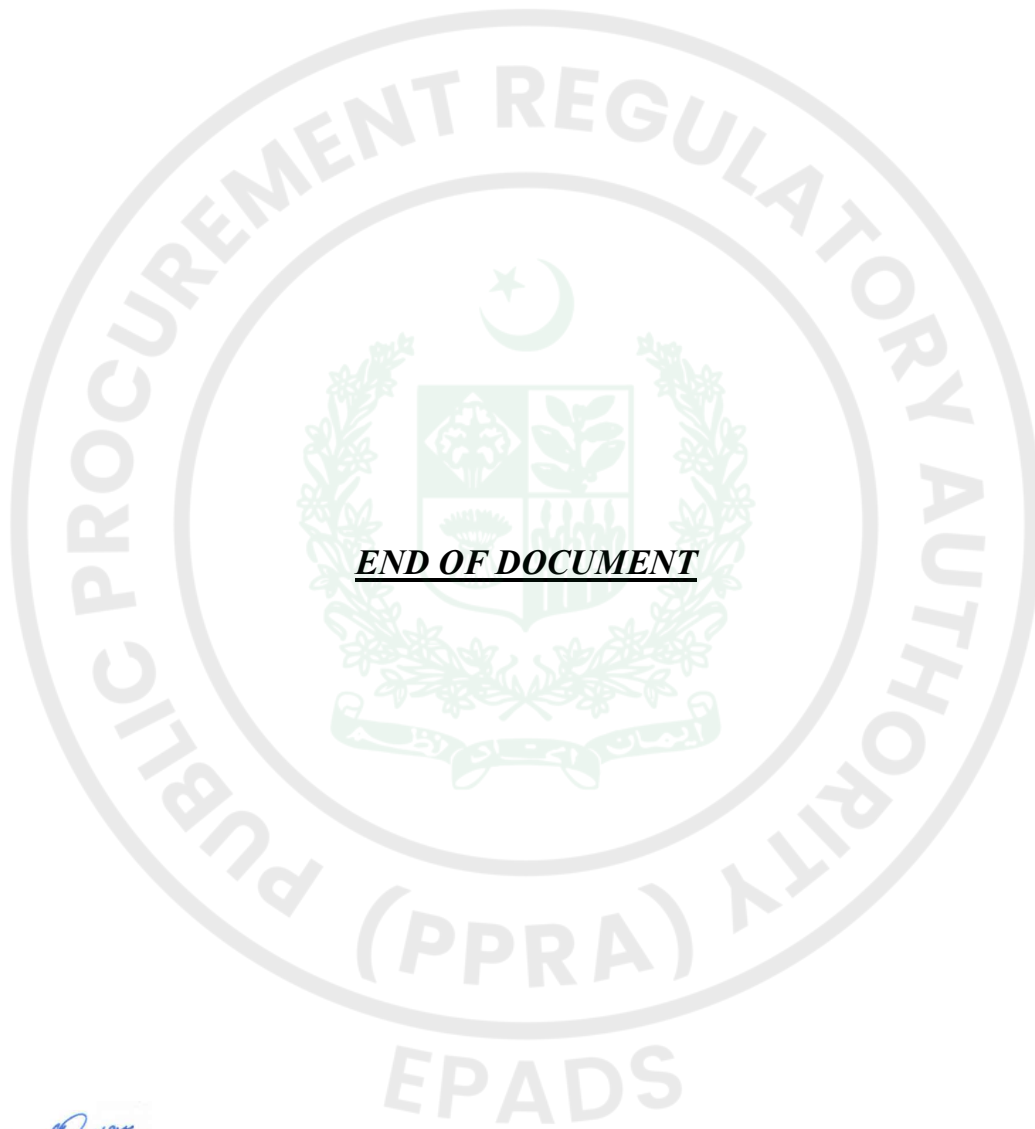
Signature: _____

Signed by: _____

For and on behalf of: _____

Date: _____





END OF DOCUMENT

