



GATEWAY TO NATIONAL PROSPERITY

**PORT QASIM AUTHORITY
MINISTRY OF MARITIME AFFAIRS
GOVERNMENT OF PAKISTAN
KARACHI - PAKISTAN**

SUBJECT: INVITATION FOR BIDS FOR DREDGING WORKS AT PORT QASIM

1. Port Qasim Authority (the Employer) invites sealed Bids from eligible Bidders prequalified by PQA for Dredging Works at Port Qasim. The scope of work relates to dredging for Deepening, Widening and Straightening of existing Navigation Channel and Commissioning of Alternate inner Navigation Channel. Details are as follows:
 - Port Qasim Outer Channel (18.5 km long) is to be widened to minimum 290m width and dredged at -16.0mCD with further extension seaward to achieve the natural depth of -16.0mCD, Slope: 1:7, total estimated dredging volume of 15.0 million cubic meters.
 - Port Qasim Main Inner Channel (26.5 km long) is to be widened to minimum 250m width and dredged at -15.0mCD, Slope: 1:6, total estimated dredging volume of 6.5 million cubic meters.
 - Port Qasim Alternate Channel (20.5 km long), comprising Chann Waddo, Rakhel and Chara Creeks is to be widened to minimum 250m width and dredged at -13.2mCD, Slope: 1:6, total estimated dredging volume of 10.0 million cubic meters.
 - QICT-1 (-15.0mCD), Marginal Wharf (-12.5mCD) & PQEPC Channel upto Basin (-12.5mCD) – total estimated dredging volume of 2.5 million cubic meters.

The combined total estimated dredging volume is 34 million cubic meters (+/- 20%).

Pre-qualified Bidders are informed that in Port Qasim Channel, ships having draught upto 13m are presently allowed to navigate.

Presently, there is a minimum declared dredged depth of -14.0mCD in the Inner Channel and -15.3mCD in the Outer Channel, which shall be maintained by the Contractor at all times throughout the Contract period and until completion of the Works, in order to continue facilitating the normal transiting of shipping within the navigation areas.

PQA intend to declare 14 meters draught for the Outer and Inner Channel on completion of the Contract.

2. Pre-qualified bidders may download the Bid Documents from PQA website (www.pqa.gov.pk) and PPRA website (www.ppra.org.pk) / E-PADs. A complete set of Bid Documents also to be purchased by a bidder on submission of a written application from the office of Director General (OPERATIONS) 2nd Floor Main Admin Building, Port Qasim Authority, Bin Qasim, Karachi-75020, upon a payment of a non-refundable fee of PKR 30,000 or USD 100 in the shape of pay order / bank draft in favour of PQA. However, a foreign eligible Pre-qualified bidder downloading the Bid Documents shall include the Bid Documents fee at the time of submission of their Bid.
3. The Bid documents complete in all respects and enclosed within a sealed envelope clearly marked "**Bid Documents for Dredging Works at Port Qasim**", shall be submitted at the

office of Director General (OPERATIONS) 2nd Floor Main Admin Building Port Qasim Authority, Bin Qasim, Karachi-75020, by 1130 hours (PST) on 17th March 2025. The Bids shall be opened in the presence of Bidder's representatives on the same day on the above address at 1200 hours in front of those who choose to be present.

4. Bids must be accompanied by a Bid Security in the amount of 620,000,000/- (Rupees Six Hundred Twenty Million Only) or US\$ 2,214,286/- (United States Dollars Two Million Two Hundred and Fourteen Thousand Two Hundred Eighty Six Only) in shape of pay order / Bank Draft in favour of Port Qasim Authority or an un-conditional and irrevocable Bank Guarantee as specified in contract documents, issued by a scheduled Bank having its branch in Karachi and having minimum AA± rating or from a Foreign Bank duly counter guaranteed by a scheduled Bank in Karachi, Pakistan having minimum AA± rating in favour of the Employer valid for a period of 28 days beyond the Bid validity date.
5. Single stage -Two Envelopes bidding procedure, (Technical & Financial) shall be applied under rule 36(b) of Pakistan Public Procurement Rules-2004. Initially, only Technical Proposals shall be opened. The Financial Proposals shall be opened after technical evaluation and of only those firms who are declared technically qualified. The date and time for opening of Financial Proposals will be communicated to the Bidders accordingly.
6. Any Bidder wishing to offer discounts, shall be allowed to do so, provided that those discounts are included in their Bid.
7. Any Joint Venture submitting a bid shall provide a No Objection Certificate (NOC) from the Competition Commission of Pakistan (CCoP) as part of their Bid.
8. Port Qasim Authority reserves the right to accept or reject any or all Bids under rule 33 of the Pakistan Public Procurement Rules-2004 and no claim whatsoever in this regard shall be entertained. PQA's decision in this respect shall be final and binding on all Bidders.



(Shahnawaz Mangrio)
Secretary
Port Qasim Authority,
Bin Qasim, Karachi
Pakistan-75020,

Complete Tender Documents are available on PQA Website www.pqa.gov.pk (Due to limitation of Max 2 MB data space)

**GOVERNMENT OF PAKISTAN
MINISTRY OF MARITIME AFFAIRS
PORT QASIM AUTHORITY
KARACHI
PAKISTAN**



Gateway to National Prosperity

**BID DOCUMENTS
FOR
DREDGING WORKS AT PORT QASIM**



VOLUME I OF IV

- **Instructions to Bidders**
- **Bidding Data**
- **Evaluation Criteria and Qualification Updating Forms**
- **Letter of Technical Bid and Schedules to BID**
- **Standard Forms**
- **General Conditions of Contract (FIDIC- 2017 Red Book, Reprinted 2022 with amendments).**
- **Particular Conditions (PC)**
 - **Part A- Contract Data**
 - **Part B- Special Provisions**

(FEBRUARY - 2025)

**INVITATION FOR
BIDS**



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GOVERNMENT OF PAKISTAN
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8. Port Qasim Authority reserves the right to accept or reject any or all Bids under rule 33 of the Pakistan Public Procurement Rules-2004 and no claim whatsoever in this regard shall be entertained. PQA's decision in this respect shall be final and binding on all Bidders.

(Shahnawaz Mangrio)
Secretary
Port Qasim Authority,
Bin Qasim, Karachi
Pakistan-75020,

INSTRUCTIONS TO BIDDERS (IB)

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INSTRUCTIONS TO BIDDERS

A. GENERAL

- IB.1. Scope of Bid**
- 1.1. The Employer as defined in the **Bidding Data** hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the **Bidding Data** hereinafter referred to as the “Works”.
 - 1.2. The successful Bidder will be expected to complete the Works within the time specified in the **Bidding Data**.
- IB.2. Source of Funds**
- 2.1. The Employer has applied for/received a funding from the source(s) in various currencies towards the cost of the project specified in the **Bidding Data** and it is intended that part of the proceeds of this funding will be applied to eligible payments under the Contract for which these Bidding Documents are issued.
- IB.3. Eligible Bidders**
- 3.1. This Invitation for Bids is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter:
 - (a) Duly prequalified for this bidding process;
 - (b) Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works in the relevant field of specialization.

However, a Foreign Constructor can submit provisional licence with its Bid but the Foreign Constructor will be required to submit standard licence after award of Contract and before start of work.

Foreign Constructor shall not be eligible to participate in bidding individually. Foreign Constructor shall enter into joint venture with Pakistani Constructor registered with the Pakistan Engineering Council in equivalent/compatible category and submit the joint venture agreement to the Employer before participating in bidding in accordance with PEC Construction and Operation of Engineering Works Bye-laws, 1987;
 - (c) Pakistani Constructor must be on Active Taxpayer List of the Federal Board of Revenue and provincial revenue authority/board where applicable; and
 - (d) All partners constituting the Bidder including proposed subcontractors do not appear in the list of debarred/ blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not

been declared debarred/ blacklisted by foreign country, international organizations or other foreign institutions.

IB.4. Eligible Materials, Equipment and Services

- 4.1. All materials, equipment and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder.
- 4.2. For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3. The origin of Goods and Services is distinct from the nationality of the Bidder.
- 4.4. Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business-Friendly Countries (BVL); information can be accessed through following link: <https://www.dgip.gov.pk/visa/categories.php#business>

IB.5. One Bid per Bidder

- 5.1. Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than alternatives pursuant to Clause IB.17) will be disqualified.

IB.6. Site Visit

- 6.1. The Bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. All cost in this respect shall be at the Bidder’s own expense.
- 6.2. The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7. Contents of bidding Documents

7.1. The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9:

1. Instructions to Bidders;
2. Bidding Data;
3. Evaluation Criteria and Qualification Updating Forms;
4. General Conditions (GC);
5. Particular Conditions (PC):
 - Part A - Contract Data;
 - Part B - Special Provisions;
6. Specifications (SP):
 - Part A - Specific Provisions;
 - Part B - Technical Provisions;
7. Letter of Technical Bid and Financial Bid;
8. Schedules to Bid;
9. Standard Forms:
 - (i) Form of Bid Security;
 - (ii) Letter of Acceptance;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Performance Security;
 - (v) DAAB Agreement;
 - (vi) Form of Mobilization Advance Guarantee;
10. Drawings.

7.2. The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8. Clarification of Bidding Documents, Pre-Bid Meeting

8.1. Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than the period specified in the **Bidding Data**, prior to the deadline for submission of bids.

8.2. Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

8.3. The Employer may, on his own or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, are as stipulated in

the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

- 8.4. The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 8.5. Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub- Clause IB.7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 8.6. Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.9. Amendment of Bidding Documents

- 9.1. At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 9.2. Any addendum thus issued shall be part of the Bidding Documents listed in Sub-Clause IB.7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3. Such addendum shall be issued not later than number of days prior to the deadline for submission of bids, specified in the **Bidding Data**. To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20.

C. PREPARATION OF BIDS

IB.10. Cost of Bidding

- 10.1. The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.11. Language of Bid

- 11.1. The Bid and all correspondence and documents related to the Bid exchanged by a Bidder and the Employer shall be in the Bid language stipulated in the **Bidding Data** and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are

accompanied by duly certified translation of the relevant parts in the Bid language, in which case, for purposes of evaluation of the bid, the translation in Bid language shall prevail.

**IB.12. Documents
Comprising the
Bid**

12.1. Each Bidder shall:

- (a) submit duly filled in, signed and stamped Letter of Bid and completed Schedules to Bid as required, including priced Bill of Quantities, in accordance with Clause IB.18 hereof;
- (b) submit Bid Security in accordance with Clause IB.16 hereof;
- (c) submit alternative proposal, if permissible in accordance with Clause IB.17;
- (d) submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;
- (e) submit the Qualification Updating Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder continues to meet the Eligibility and Qualification Criteria set out in the Pre- Qualification Documents and as provided in the Section “Evaluation Criteria and Qualification Updating Forms”;
- (f) furnish a technical proposal taking into account the various Schedules to Bid, specially the following:
 - Schedule-C to Bid, Proposed Construction Schedule;
 - Schedule-D to Bid, Method of Performing the Work;
 - Schedule-E to Bid, List of Major Equipment;
 - Schedule-F to Bid, Organization Chart for Supervisory Staff;and other pertinent information, such as mobilization programme, etc.

12.2. Bids submitted by a joint venture of two (2) or more firms specified in **Bidding Data**, shall comply with the following requirements:

- (a) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub- Para(b) above as well as in the Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation and corresponding duties & responsibilities of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/ modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

12.3. Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause IB.1.2 hereof.

IB.13. Bid Prices

13.1. The price and discount if any quoted by the Bidders in the Letter of Bid and in the Bill of Quantity shall conform to the requirement specified below:

13.2. The Bidder shall quote any discounts and the methodology for their application.

13.3. If bids are being invited for individual lots (contracts) or for any combination of lots, the Bidders can offer discounts for the individual lots (contracts) as well as for award of more than one Contract and shall specify in their bid.

13.4. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause IB.1.1 hereof, based on the unit rates and/or prices.

13.5. The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

13.6. All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed/ deducted as per Sub Clause 13.6 [*Adjustment for Changes in Laws*] of the Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Schedule-A to Bid, and shall submit with their bids such other requisite supporting information if required under the said Schedule.

13.7. The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.7 [*Adjustments for Changes in Cost*] of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Schedule-A to Bid, and shall submit with their bids such other requisite supporting information if required under the said Schedule.

**IB.14. Currencies of
Bid and
Payment**

14.1. The unit rates and the prices shall be quoted by the Bidder entirely PKR.

A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent PKR.

14.2. The rates of exchange to be used by the Bidder for currency conversion shall be the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date twenty-eight (28) days prior to the deadline for submission of bids. Such rates shall be notified by the Employer not later than fourteen (14) days prior to the deadline for submission of Bids.

For the purpose of payments, the exchange rates used in Bid preparation shall apply for the duration of the Contract.

IB.15. Bid Validity

- 15.1. Bids shall remain valid for the period stipulated in the **Bidding Data** after the date of Bid Opening specified in Clause IB.23.
- 15.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period which normally may not be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.16 in all respects.

IB.16. Bid Security

- 16.1. Each Bidder shall furnish, as part of his bid, a Bid Security in original form in the amount stipulated in the **Bidding Data** in PKR or an equivalent amount in a freely convertible currency.
- 16.2. The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a Security issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the **Bidding Data** and rated by PACRA/VIS of rating as provided in Table below in favour of the Employer valid for a period 14 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture or Lead/ either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

Bid Price (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA
<i>[Note: Insurance Company includes Joint Ventures of Insurance Companies also]</i>	

- 16.3. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 16.4. 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 requests for the return of its Bid

Security, or upon the expiry of original validity of Bid Security or as extended, whichever is earlier.

16.5. The Bid Security of the lowest three Bidders including the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security.

16.6. The Bid Security may be forfeited:

(a). if the Bidder withdraws his bid except as provided in Sub Clause IB.22.1;

(b). if the Bidder does not accept the correction of his Bid Price pursuant to Sub Clause IB.28.2 hereof; or

(c). in the case of successful Bidder, fails to furnish the required Performance Security.

16.7. In case of annulment, all Bids submitted and specially, Bid securities, shall be returned to the Bidders within 14 days of annulment.

IB.17. Alternative Proposals by Bidder

17.1. Unless otherwise specified in the **Bidding Data**, alternative proposal(s) shall not be considered.

17.2. Should any Bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bidding Documents, submit any alternative proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details/conditions, provided always that the total sum entered on the Letter of Bid shall be that which represents complete compliance with the Bidding Documents.

17.3. Alternative proposal(s), if any, of the Bidder having submitted most advantageous Bid only may be considered by the Employer as the basis for the award of Contract to such Bidder.

IB.18. Format and Signing of Bid

18.1. Bidders are particularly directed that the amount entered on the Letter of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

18.2. All Schedules to Bid are to be properly completed and signed.

18.3. No alteration is to be made in the Letter of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.

18.4. Each Bidder shall prepare by filling in the forms completely and without alterations one (1) original and number of copies, specified in the **Bidding Data**, of the documents comprising the Bid as

described in Clause IB.12 and clearly mark them “ORIGINAL” and ‘COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.

The Bidder shall also provide complete searchable PDF versions as well as Word, Excel, etc., versions of the Bid if so required in the **Bidding Data**.

- 18.5. The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause IB.12.1(d) hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6. The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 18.7. Bidders shall indicate in the space provided in the Letter of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8. Bidders should retain a copy of the Bidding Documents and the Bid as their file copy.
- 18.9. All documents executed outside Pakistan required to be submitted with the Bid must be certified by Pakistani Embassy in the respective country(ies).

D. SUBMISSION OF BIDS

IB.19. Sealing and Marking of Bids

- 19.1. Each Bidder shall submit his Bid as under:
 - (a). ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b). The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub Clause IB.19.2 hereof.
- 19.2. The inner and outer envelopes shall:
 - (a). be addressed to the Employer at the address provided in the **Bidding Data**;
 - (b). bear the specific identification of this bidding process as specified in the **Bidding Data**; and
 - (c). provide a warning not to open before the time and date for bid opening, as specified in the **Bidding Data**.

19.3. In addition to the identification required in Sub-Clause IB.19.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21.

19.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20. Deadline for Submission of Bids

20.1. (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the **Bidding Data**.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.

(c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid envelope.

(d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.

20.2. The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21. Late Bids

21.1. (a) Any Bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 shall be declared late, rejected and returned unopened to such Bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder’s responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.

IB.22. Modification, Substitution and Withdrawal of Bids

22.1. Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

- 22.2. The modification, substitution, or notice for withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.
- 22.3. No Bid may be modified by a Bidder after the deadline for submission of Bids except in accordance with Sub Clauses IB.22.1 and 28.2.
- 22.4. Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Letter of Bid may result in forfeiture of the Bid security in pursuance to Clause IB.16.

E. BID OPENING AND EVALUATION

IB.23. Bid Opening

- 23.1. The Employer will open the Bids including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders’ representatives who choose to attend, at the time, date and location stipulated in the **Bidding Data**. The Bidders’ representatives who are present shall sign a register evidencing their attendance.
- 23.2. Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened. Only bids that are opened and read out at Bid opening shall be considered further.
- 23.3. The Bidder’s name, total Bid Price and price of any alternative proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids. Only discounts and alternative proposals read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Summary Bill of Quantities are to be initialled by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB 21.1).
- 23.4. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.3.

IB.24. Process to be Confidential

- 24.1. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other person not officially

concerned with such process before the announcement of the result of Bid evaluation in the form of final evaluation report giving justification for acceptance or rejection of Bids which shall be done at least fifteen (15) days prior to award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated. Any effort by a Bidder to influence the Employer's processing of Bids or Contract award decisions may result in the rejection of such Bidder's Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than five (5) days after the announcement of the final evaluation report.

IB.25. Clarification of Bids

- 25.1. To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates and lump sum prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.28.
- 25.2. The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omitting any material information required to be submitted in accordance with the Bidding Documents.
- 25.3. If a Bidder does not provide clarifications of its Bid by the date and time set reasonably (not less than seven (7) days) in the Employer's request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid without waiting for the Bidder's response.

IB.26. Examination of Bids and Determination of Responsiveness

- 26.1. Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2. The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub- Clause IB.12.

26.3. A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality or performance of the Works; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

26.4. During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

26.5. The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.12.1(f), in particular, to confirm that all requirements stated in Specifications have been met without any material deviation, reservation or omission.

26.6. If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.

**IB.27. Nonmaterial
Nonconformities**

27.1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

27.2. Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

27.3. Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison

purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by other lowest two evaluated substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or its best assessment.

IB.28. Correction of Arithmetic Errors

28.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern and the unit rate will be corrected.
- (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

28.2. The amount stated in the Letter of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid security shall be forfeited in accordance with Sub Clause IB.16.6(b) hereof.

IB.29. Evaluation and Comparison of Bids

29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

29.2. In evaluating and comparing the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for arithmetic errors pursuant to Clause IB.28;
- (b) price adjustment due to discounts offered in accordance with Sub-Clause IB.23.3;
- (c) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced daywork;

- (d) making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.27.3; and
- (e) the additional evaluation factors are specified in Section Evaluation Criteria and Qualification Updating Forms.

29.3. 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 Bids' comparison.

IB.30. Abnormally Low Bids

30.1. If the Bid Price of the successful Bidder is more than 15% below the lower of the Employer's estimate of the cost of work to be performed under the Contract or average of other lowest two evaluated substantially responsive Bids, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require an additional Performance Security by 10% of the difference of the Bid Price as determined hereinabove upto issuance of Taking Over Certificate at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The Bids having Bid Price lower than 25% shall be liable to be rejected.

IB.31. Unbalanced or Front Loaded Bids

31.1. If the Bid of the successful Bidder is seriously unbalanced (Front Loaded) in relation to the average of other evaluated substantially responsive Bids, the Employer during execution of contract may pay against measured quantities of significantly higher quoted line item(s) rate(s) with respect to same line item(s) rate(s) determined from the average of other lowest two evaluated substantially responsive Bids as instructed by the Engineer. The balance line item(s) rate(s) may be paid against the same measured quantities at the time of issuance of Taking Over Certificate or as instructed by the Engineer.

F. AWARD OF CONTRACT

IB.32. Award Criteria

32.1. Subject to Clauses IB.33 and IB.39, the Employer will award the Contract to the Bidder whose Bid has been determined as most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price).

IB.33. Employer's Right to Annul the Bidding Process

33.1. Notwithstanding Clause IB.32, the Employer reserves the right to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation.

33.2. The Employer shall upon request communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids but is not required to justify those grounds. Rejection of all Bids shall be notified to all Bidders promptly.

IB.34. Notification of Award

34.1. Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Accepted Contract Amount”).

The Letter of Acceptance will also state the remedies with respect to Sub-Clauses IB.30 & IB.31 if applicable.

34.2. No negotiation with the Bidder having submitted most advantageous Bid or any other Bidder shall be permitted, however, Employer may have clarification meetings before issuing Letter of Acceptance to get clarified any item in the Bid evaluation report.

34.3. The Letter of Acceptance/ notification of award and its acknowledgement/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.

34.4. Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities in accordance with Sub-Clause IB.16.5.

IB.35. Performance Security

35.1. The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract and additional Performance Security if applicable under IB.30 as stated in the Letter of Acceptance, within a period of 28 days after the receipt of Letter of Acceptance.

35.2. Failure of the successful Bidder to comply with the requirements of Sub Clause IB.35.1 or Clauses IB.36 or IB.37 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and to award the Contract to the Bidder having submitted next advantageous Bid.

IB.36. Signing of Contract Agreement

36.1. Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

- 36.2. The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of the above stated notification by the successful Bidder from the Employer.
- IB.37. Integrity Pact** 37.1. The Bidder shall sign and stamp the Integrity Pact provided at Schedule-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bidder non-responsive.
- IB.38. Instructions not Part of Contract** 38.1. Bids shall be prepared and submitted in accordance with the Instructions to Bidders which are provided to assist the Bidders in preparing Bids but do not constitute part of the Contract.
- IB.39. Corrupt and Fraudulent Practices** 39.1. The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.
- 39.2. The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004.

BIDDING DATA (BD)

BIDDING DATA

The Bidding Data (BD) provides the specific information in relation to corresponding clauses in Instructions to Bidders (IB). Amendments and/or supplements, if any, to the provisions of Instructions to Bidders are introduced in this section.

IB Clause Reference	Bidding Data
1.1	<p>Name and address of the Employer:</p> <p>Port Qasim Authority, Ministry of Maritime Affairs, Government of Pakistan, Bin Qasim, Karachi -75020, Pakistan</p>
1.1	<p>Name of the Project:</p> <p>Port Qasim Dredging Works (single contract)</p> <p>Summary of the Works:</p> <p>A detailed scope of work is provided in these bidding documents (refer Specifications and BOQ) which mainly relates to dredging for Deepening, Widening and Straightening of existing Navigation Channel and Commissioning of Alternate inner Navigation Channel with details as under:</p> <ol style="list-style-type: none"> 1. Port Qasim Outer Channel (18.5 km long) is to be widened to minimum 290m width and dredged at -16.0mCD with further extension seaward to achieve the natural depth of -16.0mCD, Slope: 1:7, total estimated dredging volume of 15 million cubic meters. 2. Port Qasim Main Inner channel (26.5 km long) is to be widened to minimum 250m width and dredged at -15.0mCD, Slope: 1:6, total estimated dredging volume of 6.5 million cubic meters. 3. Port Qasim Alternate Channel (20.5 km long), comprising Chann Waddo, Rakhel and Chara Creeks is to be widened to minimum 250m width and dredged at -13.2mCD, Slope: 1:6, total estimated dredging volume of 10.0 million cubic meters. 4. QICT-1(-15.0mCD), Marginal Wharf (-12.5mCD) & PQEPC Channel upto Basin (-12.5mCD) – total estimated dredging volume of 2.5 million cubic meters.

	<p>The combined total estimated dredging volume is 34 million cubic meters (+/- 20%).</p> <p>Bidders are informed that in Port Qasim Channel, ships having draught upto 13m are presently allowed to navigate.</p> <p>Presently, there is a minimum declared dredged depth of -14.0mCD in the Inner Channel and -15.3mCD in the Outer Channel, which shall be maintained by the Contractor at all times throughout the Contract period and until completion of the Works, in order to continue facilitating the normal transiting of shipping within the navigation areas.</p> <p>PQA intend to declare 14 meters draught for the Outer and Inner Channel on completion of the Contract.</p> <p>Bidder is free to define his own program and complete the whole of the works in timeframe between 18 to 24 months. However, existing Inner channel area is to be dredged on priority to achieve 15.0 m depth.</p>
1.2	<p>Time for Completion for the Works:</p> <p>Twenty-four (24) months (minimum eighteen (18) months)</p>
2.1	<p>Name of the Borrower/Source of Funding (relationship to Employer):</p> <p>The project for Capital Dredging of Port Qasim Navigation Channels has been approved on self-finance basis. Therefore, PQA will bear the cost of dredging project.</p>
2.1	<p>Amount and Type of Funding:</p> <p>The mode of payment for the project will be through Letter of Credit (LC) with the ratio of 30% Local Currency in Pakistani Rupees (PKR) and 70% of Foreign Currency in US Dollars (USD). No liability for additional payment security cost shall be borne by the Employer.</p>
4.4	<p>Delete the Clause in its entirety, and replace with the following:</p> <p>Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link:</p> <p>https://www.dgip.gov.pk/visa/categories.php</p> <p>Firms and individuals of following countries are ineligible to</p>

	<p>participate in the bidding process:</p> <ol style="list-style-type: none"> i. Israel ii. India
6.3	<p>Add new para 6.3:</p> <p>Bidders are advised to visit the Employer’s Equipment that is to be made available as per Conditions of Contract (CoC) Clause 2.6.</p>
7.1	<p>Replace para (7) with:</p> <p>7. Letter of Bid: Part A – Letter of Technical Bid; Part B – Letter of Price Bid;</p>
8.1	<p>Time limit for clarification: Ten (10) days before Bid Submission Date</p> <p>Add at end of 8.1:</p> <p>The Bidder shall notify the Employer of any inconsistencies, errors and omissions found in the Bidding Documents, prior to the time limit for clarification as defined under this clause. Withholding of any such information which will later materially affect the Contract Price during construction may be considered as sufficient grounds for rejection of Bid.</p> <p>All queries shall be directed to Employer under IB Clause 8.3.</p> <p>The Employer is not responsible for any verbal communications or instructions to the bidders or accuracy of the bid documents.</p>
8.3	<p>Pre-Bid Meeting will be held in Chairman Secretariat Conference Room at Port Qasim.</p> <p>Venue: Port Qasim Authority, (PQA) Bin Qasim, Karachi – 75020, Pakistan</p> <p>Time: 1100 Hours</p> <p>Date: 24th February 2025</p>
8.7	<p>Add 8.7:</p> <p>If any prospective Bidder is in doubt as to the meaning of any part of the Bidding Documents and/or requires any clarification(s) in respect of the Bidding Documents, he may notify the Employer in writing at the Employer's address indicated in the Invitation for</p>

	Bids. The Employer will respond to any request for clarification, which he receives as per IB Clause 8.1 prior to the deadline for submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.
9.3	Number of days: Fourteen (14)
11.1	Bid language: English.
12.1	<p>Replace para (a) by:</p> <p>The following procedures shall be adopted for open competitive Bidding as provided in PPRA Rules 2004. The Letter of Bid mentioned under various clauses of Instructions to Bidders shall be replaced as Letter of Technical Bid related to technical requirements, while for financial or price proposal shall be read as Letter of Price Bid.</p> <p>The Bid submission will follow:</p> <p>Single Stage Two Envelope Procedure. The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <ul style="list-style-type: none"> a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate sealed inner envelopes and enclosed in a single outer envelope. Technical Proposal or its transmittal letter shall not contain any bid related information nor any references to Financial Proposal, which shall remain under sealed cover till evaluation of Technical Proposals. Non-Compliance can result in rejection of Bid. b) ORIGINAL and each copy of schedule of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) Sealed Envelope 1 shall be marked as Technical Proposal and contain exclusively the Technical Submissions duly signed and stamped (and their copies) as required in Bid Documents. Bidders are strictly informed that no financial information of Bid or any information pertaining to Financial Bid should be

	<p>included in this envelope. Furthermore, no original or copies of Letter of Bid shall be included in this envelope.</p> <p>d) Sealed Envelope 2 shall be marked as Financial Proposal and contain exclusively the Financial Bid Submissions duly signed and stamped (and their copies) as required in Bid Documents. Original and copies of Letter of Price Bid shall be included in these submission.</p> <p>The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in ITB 19.2a</p> <p>For this Single Stage Two Envelope Procedure, the Employer will open the Technical Proposals in public at the address, date and time specified in the bidding data in the presence of bidders' designated representatives who choose to attend. The Financial Proposals will remain unopened and will be held in custody of the Employer until the specified time of their opening.</p> <p>After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the Bid validity period, publicly open the financial proposals of the technically accepted Bids only. The Financial Proposal of Bids found technically non-responsive shall be returned un-opened to the respective Bidders;</p> <p>The Financial Proposals of Bids shall be opened publicly at a time, date and venue announced and communicated to the Bidders in advance;</p> <p>The Bid found to be the lowest evaluated Responsive / most advantageous bid shall be accepted.</p> <p>Bidders shall be given reasonable notice for the opening of Price Bids.</p>
<p>12.1 (e)</p>	<p>Add at end of para:</p> <p>Bidder shall confirm all the information previously submitted with the application for prequalification, and provide evidence that he continues to meet the minimum criteria set out below:</p> <p>(i) Evidence of access to financial resources, and any changes thereof since prequalification, along with average annual construction turnover;</p>

	<p>(ii) Financial resources commitments and predictions for the current year and the two following years including the effect of known commitments;</p> <p>(iii) Work commitments since prequalification;</p> <p>(iv) Current litigation information, including litigation presently in process or entered into since prequalification;</p> <p>(v) Changes to and availability of essential critical equipment for undertaking the Works since prequalification; and</p> <p>(vi) Personnel Capabilities.</p>
<p>12.1 (f)</p>	<p>Replace para 12.1 (f) by the following: The Bidder shall submit its Bid, comprising Technical Proposal and Financial Proposal, as is detailed below.</p> <p>Bidders are strictly informed that no financial information of Bid or any information pertaining to Financial Proposal should be included in the Technical Proposal. Furthermore, no original or copies of Letter of Bid shall be included in the Technical Proposal.</p> <p>The Bidder shall submit its Technical Bid (Technical Proposal) taking into account the various Schedules to Bid, including the following documents:</p> <ul style="list-style-type: none"> a) Letter of Technical Bid b) Bid Security (IB.16) c) Contract Data d) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5) e) Proposed Construction Schedule (Schedule-C) f) Method of Performing the Work (Schedule-D) g) List of major equipment (Schedule-E) h) Organization Chart for supervisory Staff (Schedule-F) i) List of Sub-contractors (as required)(Schedule-G) j) Construction Camp and Housing Facilities (Schedule-I) k) Integrity Pact (Schedule-J) l) Pending Litigation (Form CON-1) <p>The Bidder shall submit its Price Bid (Financial Proposal) taking into account the various Schedules to Bid, including the following</p>

	<p>documents:</p> <ul style="list-style-type: none"> m) Letter of Price Bid n) Foreign Currency Requirements (Schedule-A-2) o) Price Adjustment (Schedule-A-3) p) Bill of Quantities (duly filled in) (Schedule-B-1) q) Estimated Progress Payments (Schedule-H) <p>The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.</p> <p>The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publicly in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidders' representatives who are present shall be requested to sign a register evidencing their attendance.</p> <p>All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:</p> <ul style="list-style-type: none"> (a) The name of the Bidder; (b) Whether there is a modification or substitution; (c) The Bid Prices, including any discounts and alternative offers; an (d) Any other details as the Employer may consider appropriate. <p>The employer will subsequently undertake a detailed scrutiny of bid prices to determine the lowest evaluated bid.</p>
<p>12.2</p>	<p>Maximum number of JV Partners shall be three (03).</p> <p>Foreign Constructor must form JV with Local Constructor. Foreign Constructors shall not be eligible to participate in bidding individually. Foreign Constructor shall enter in to joint venture with Pakistani Constructor registered with PEC.</p>
<p>13.8</p>	<p>Add 13.8</p> <p>Each Bidder shall be deemed to have satisfied himself fully, before submitting the Bid, as to all aspects of the Works, correctness and sufficiency of his Bid and of rates and prices stated in the Bills of Quantities, which rates and prices shall, except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works. Objections, excuses or</p>

	<p>claims made by the Bidder after submission of his Bid to the Employer shall not be entertained.</p>
<p>13.9</p>	<p>Add 13.9</p> <p>The Bidder, by the act of submitting a Bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the Bidder may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Engineer before, during or after the execution of the Contract shall affect or modify any of the terms or obligations contained in the Contract. The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials and / or equipment from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his Bid for all delays, applicable taxes / duties / surcharges and additional costs and financing charges that may arise directly or indirectly therefrom. Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose Bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the Works. The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described thereunder and shall be deemed to include all costs of performing the Works including all applicable taxes, duties, levies, port charges, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.</p>
<p>14.1</p>	<p>Replace the text with following:</p> <p>Bidders to quote entirely in Pakistani Rupees (PKR) but specify the percentages of foreign currency they require, if any.</p> <p>However, the proportion of the Bid Price (Excluding Provisional sums) for such Foreign Currency Requirements shall not be more than percent (70%).</p>

<p>14.2</p>	<p>Replace the para by the following:</p> <p>Currency and Payment Allocation:</p> <p>The contract will be executed in Pakistani Rupees (PKR), with up to 70% of the total contract value to be paid in US Dollars (USD). The USD payment will be based on a fixed exchange rate of 1 USD = PKR [insert fixed exchange rate], which will be determined using the “NBP’s Ready Transaction Rates (TT Selling)” prevailing on the date fourteen (14) days prior to the deadline for submission of bids.</p> <p>Letter of Credit (LC):</p> <p>All payments for the 70% USD portion will be made via an irrevocable and unconditional Letter of Credit (LC), issued by a bank having minimum AA± rating in Pakistan.</p> <p>Exchange Rate Risk:</p> <p>Any fluctuation in the exchange rate between the fixed rate (as specified above) and the actual rate on the date of payment under the LC will be the sole responsibility of the Employer. The Employer will bear all costs associated with such fluctuations, which will be payable by the Employer.</p> <p>No Liability for Arrangement of Additional Payment Security & Costs:</p> <p>Employer shall not be responsible for arrangement of additional payment security and any costs, fees, or expenses arising from Contractor’s demand, including but not limited to: a) Confirmation of Letter(s) of Credit (LCs) through a foreign bank or financial institutions, b) Bank guarantees, c) Performance bonds, d) Insurance costs, or e) Any other financial instruments or arrangements requested by the Contractor to secure their payment.</p>
<p>15.1</p>	<p>Period of Bid Validity:</p> <p>The Bid shall remain valid for one hundred and eighty-two (182) days after the date of Bid opening specified in IB.23.</p>
<p>16.1</p>	<p>Amount of Bid Security:</p> <p>620,000,000/- (Rupees Six Hundred Twenty Million Only) or US\$ 2,214,286/- (United States Dollars Two Million Two Hundred and Fourteen Thousand Two Hundred Eighty Six Only) in shape of pay order / Bank Draft in favour of Port Qasim Authority or an unconditional and irrevocable Bank Guarantee as specified in contract</p>

	documents, issued by a Scheduled Bank from State Bank of Pakistan having its branch in Karachi and having minimum AA± rating or from a Foreign Bank duly counter guaranteed by a Scheduled Bank of State Bank of Pakistan with a branch in Karachi, Pakistan having minimum AA± rating in favour of the Employer valid for a period of 28 days beyond the Bid validity date.
16.2	<p>For Bid Security validity, the period of “14 days beyond the Bid Validity date” is to be replaced by “28 days beyond the Bid Validity date”.</p> <p>Bid Security from any Insurance Company shall not be acceptable to Employer.</p> <p>Clause 16.2(c) related to insurance company for Bid Security is not applicable.</p>
16.8	<p>Add 16.8</p> <p>In case of Bank Guarantee as instrument for Bid Security, Bidder shall ensure that it is made out on payment of stamp duties and / or other statutory requirements prescribed by the Government for the purpose. The cost of stamp duty shall be borne by Bidder. Bank Guarantee without payment of prescribed stamp duty shall not be accepted.</p>
17.1	Alternative Proposal(s) by the Bidder shall not be considered.
18.3	<p>Replace by following:</p> <p>No alteration is to be made in the Letters of Technical & Financial Bid nor in the Schedules thereto except in filling up the blanks and information required as directed. No alteration and addition shall be made in the form of the Technical & Price Bids, Bill of Quantities and the accompanying documents and if any such alterations / addition is made or if the Bills of Quantities are not properly filled in, or if these instructions are not fully complied with, the Bid may be rejected.</p>
18.4	<p>Replace by following:</p> <p>Number of copies of the Bid Document to be signed stamped and completed and returned to Employer shall be as follows:</p> <p>01 original and 02 copies for both Technical and Financial Proposals in two separate sealed envelopes. The bid shall be rejected in case any bidder does not submit the Original Signed and Stamped Financial bid in a separate sealed envelope. The envelopes shall be clearly marked as “ORIGINAL” and ‘COPY” as appropriate. In the event of discrepancy between them, the original hard copy shall prevail. The Bidder shall also provide complete searchable PDF versions as well as Word, Excel, etc., versions of the Bid in their respective</p>

	envelopes. If any financial bid information is included in the Technical Proposal the Bid shall be liable to rejection.
18.5	Replace last line of para by: All pages of the Bid including appendices, addendum, corrigendum, clarifications, and supplementary information as are issued shall be initialled and stamped by the person or authorized person or persons signing the Bid.
18.6	Replace by following: The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid. Each correction shall be separately signed and stamped. Over-writing, erasures, use of whitening fluid shall not be permitted for making corrections. Noncompliance shall make the Bid as non-responsive.
18.7	Insert at end of para: Bids shall be prepared and submitted on the form of “the bid” provided. All blank spaces must be filled in and completed form must be without interlineations or alteration of the original wording. Bids with incomplete and/or unsigned Form of bid shall be rejected and considered as Non-Responsive. The Bidder shall stamp and sign each page of Bid Documents for the purpose of identification and acknowledgement of acceptance thereof. The Bids must conform in all respects to the Bid Documents. Incomplete and conditional bids may be rejected at the sole discretion of the Employer
19.2(a)	Employer's address for the purpose of Bid submission: Office of Director General (Operations) Port Qasim Authority, (PQA) Bin Qasim, Karachi – 75020, Pakistan
19.2(b)	Deepening, Widening & Straightening of existing Port Qasim Navigation Channel and Commissioning of Alternate Inner Navigation Channel. Contract No. PQA /CD/09/2024.

20.1(a)	Deadline for submission of Bids: 1130 hours (PST) on 17 th March 2025
23.1	Bid opening in Chairman Secretariat Conference Room at PQA as per PPRA Rules/PEC Guidelines. Port Qasim Authority, (PQA) Bin Qasim, Karachi – 75020, Pakistan 1200 hours (PST) on 17 th March 2025
Add 29.2 (f)	IB.29.2 (f) Additional Evaluation Factors Certain requirements for evaluation criteria are provided as Section 4 of the Evaluation Criteria and Qualification Updating Forms which are mandatory and must be complied with for the Bid to be considered responsive.
Add 40.1 to 40.5	<p>40.1 to 40.5 Add the following clauses:</p> <p>40.1 Costs for Stamping the Contract Agreement</p> <p>The Contract Agreement signed by the Employer and successful Bidder shall be effective only after it has been stamped by court in accordance with the rate in force / prescribed on the date of signing the agreement. The entire cost of fixing stamps on original and six copies of agreement shall be borne by the successful Bidder. The formal agreement between the Employer and the Successful Bidder shall be duly stamped at the rate of 0.3% of the Bid Price (updated from time to time) stated in letter of acceptance and the stamp duty shall be paid by the Successful Bidder. Notwithstanding, above Bidder shall comply with meeting the costs based prevailing rates of stamp duties and statutory requirements with the applicable courts and concerned authorities.</p> <p>40.2 Sufficiency of Bid</p> <p>Each Bidder shall be deemed to have satisfied himself fully, before submitting the bid, as to all aspects of the Works, correctness and sufficiency of his Bid and of rates and prices stated in the Bills of Quantities, which rates and prices shall, except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.</p>

Objections, excuses or claims made by the Bidder after submission of his Bid to the Employer shall not be entertained.

40.3 Taxes & Duties

The Bidder shall obtain all information as to Pakistan Income Tax, Sales Tax, Salaries Tax, Professional Tax, Company Tax, Municipal Octroi charges, Port Dues (only one time), levies and any other taxes imposed by the local bodies, export and import duties, import surcharge, Iqra surcharge, etc., and necessary permits and confirm the requirements thereof at his own responsibility and include all such cost in his Bid price. The quoted rate shall also include the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract. Notwithstanding, above Bidder shall comply with including all the prevailing taxes, duties and other imposed surcharges fully complying with the statutory requirements with the applicable Government agencies.

40.4 Alterations

No alteration and addition shall be made in the form of the Bid, Bill of Quantities and the accompanying documents and if any such alterations / addition is made or if the Bills of Quantities are not properly filled in, or if these instructions are not fully complied with, the Bid may be rejected at Employer's sole discretion.

40.5 Import of Banned Items

- a) The import of certain items in Pakistan is banned in accordance with the laws and regulations issued by the Government of Pakistan.
- b) A list of banned items and pertinent directives relating to import procedures shall be obtained and confirmed in connection with the Contract at the Bidder's responsibility.
- c) The attention of the Bidders is drawn to the fact that local regulations require special formalities to be complied with in connection with ordering, purchasing and importing of materials from outside Pakistan. Bidders will be deemed to have obtained full information about all such matters and to have allowed in his Bid for all delays, additional costs and financing charges that may arise directly or indirectly there from.

	d) Bidders are informed that the fee charged by the Government of Pakistan for the issue of import permit will not be reimbursed to the Contractor.
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EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS

CRITERIA FOR TECHNICAL EVALUATION OF BIDS

- 1.1 Eligibility Requirements as per Clause IB.3 and Section 4 of Evaluation Criteria and Qualification updating forms.**
- 1.2 Examination of Documents Comprising the Bid under Clause IB.12.**
- 1.3 Examination of Bids and Determination of Responsiveness Clause IB.26.**
- 1.4 Assessment of adequacy of Technical Proposal with requirements (Sub-Clause 12.1 (f) of bidding data.**

EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS

1. General

This Section contains Eligibility and Qualification Criteria that the Employer shall use to evaluate Bids and qualify Bidders in accordance with Clauses IB.26 of Instructions to Bidders. The Bidder shall provide all the information requested in the relevant forms contained in Bidder's Qualification Updating Forms provided herein.

The information provided in the forms shall be substantiated with valid documentary evidences otherwise the requirement will not be considered as complied.

2. [NOT USED]

3. Evaluation (IB 29.2(e))

In addition to the criteria listed in IB 29.2 (a) - (d) the following criteria shall apply:

3.1 Assessment of adequacy of Technical Proposal with Requirements (IB 12)

3.2 Price Adjustments, if permitted under IB.29.2 (d), will be evaluated as follows:

(a) Price Adjustment for Completeness in Scope of Work

In case of omission in the scope of work of a quoted item, no price adjustment for the omitted item(s) shall be applied provided that the Bidder has mentioned in his Bid that the same is covered in any other item. Otherwise, the adjustments will be applied for comparison purpose only, taking the average price quoted by other lowest two evaluated substantially responsive Bidders in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated by the Employer from a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or the Employer shall use its best assessment.

The price adjustment shall not justify any additional payment by the Employer and the price(s) of omitted item(s) shall be deemed covered by other prices of the Bill of Quantities.

(b) Price Adjustment for Technical/ Commercial Non-Compliance

The cost of making good any deficiency resulting from technical/commercial non-compliance will be added to the Corrected Total Bid Price for comparison purpose only.

The adjustments will be applied taking the average price quoted by other lowest two evaluated substantially responsive Bidders in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated by the Employer in accordance with sub-para (a) hereof.

4. Qualification (Updating of Pre-Qualification)

Eligibility and Qualification information described here below must be met by the legal entity(ies) comprising the Bidder, and not the Bidder's/JV partner's sister or parent companies, subsidiaries or affiliates.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
1. Eligibility							
1.1	PEC Licencing	Licencing by Pakistan Engineering Council (PEC) in accordance with paragraph (b) of Sub-Clause IB.3.1.	must meet requirement	must meet requirement	must be PEC Licencee	N/A	Provisional/ Standard PEC Licence. ForeignConstructor mustsubmit JV Agreement with Pakistani Constructor.
1.2	Pakistani Constructor's Tax Registration	Requirement of Pakistani Constructor on Active Taxpayer List (ATL) of FBR in accordance with paragraph (c) of Sub-Clause IB.3.1.	must meet requirement	N/A	must meet requirement	N/A	Extracts of ATL
1.3	Debarment/Blacklisting	Not having been debarred/blacklisted in accordance with paragraph (d) of Sub-Clause IB.3.1.	Must meet requirement	N/A	Must meet requirement	N/A	Undertaking in the Letter of Bid

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
2. Pending Litigation							
2.1	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 1
3. Financial Situation and Performance [Employer to specify requirements for each lot as applicable as prescribed in the Pre-Qualification Documents]							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means. Bidder shall revalidate and resubmit (independent of any contractual advance payment) the specific information provided at prequalification stage.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, FIN – 3.2, FIN – 3.3, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
		<p>net of the Bidders other commitments</p> <p>(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last year shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>N/A</p>	<p>N/A</p>	
			<p>Must meet requirement</p>	<p>N/A</p>	<p>Must meet requirement</p>	<p>N/A</p>	

Bidders Qualification Updating Forms

To establish its qualifications to perform the contract in accordance with Section (Evaluation Criteria and Qualification Updating Forms) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI -1.1
Bidder Information Form

Date: _____
Bid Reference No. (if any) and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's country of registration: <i>[indicate country of Constitution]</i>
Bidder's year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents, in case of JV, JV agreement, in accordance with Sub-Clause IB 3.1.

Form ELI -1.2
Bidder's JV Information Form
(to be completed for each member of Bidder's JV)

Date: _____
Bid Reference No. (if any) and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____

**Form CON – 1
Pending Litigation**

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Pending Litigation, in accordance with Eligibility and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1. <input type="checkbox"/> Pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Eq. PKR (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

**Form FIN – 3.1:
Financial Situation and Performance**

Bidder's Name: _____

Date: _____

JV Member's Name: _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for last year, (amount in currency, currency, exchange rate*, Eq. PKR)
Statement of Financial Position (Information from Balance Sheet)	
Total Assets (TA)	
Total Liabilities (TL)	
Total Equity/Net Worth (NW)	
Current Assets (CA)	
Current Liabilities (CL)	
Working Capital (WC)	
Information from Income Statement	
Total Revenue (TR)	
Profits Before Taxes (PBT)	
Cash Flow Information	
Cash Flow from Operating Activities	

* Refer to IB 14.2 for the exchange rate

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for last year pursuant to Eligibility and Qualification Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the last year required above; and complying with the requirements

If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

**Form FIN – 3.2:
Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	Source of financing	Amount (Eq. PKR)
1		
2		
3		

**Form FIN – 3.3:
Current Contract Commitments / Works in Progress**

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Eq. PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Eq. PKR /month]
1					
2					
3					
4					
5					

LETTER OF TECHNICAL BID AND SCHEDULES TO BID

LETTER OF TECHNICAL BID

To:
Director General (Operations)
Port Qasim Authority,
Bin Qasim, Karachi - Pakistan 75020

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9
- (b) We offer to execute and complete in conformity with the Bidding Documents the tendered Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.12.1 of the Bidding Data Sheet.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

Address

Stamp / Seal

**PRICE ADJUSTMENT UNDER CLAUSE 13.7
OF GENERAL CONDITIONS OF CONTRACT
(Refer Vol III of IV)**

FOREIGN CURRENCY REQUIREMENTS

(Refer Vol III of IV)

BILL OF QUANTITIES
(Refer Vol III of IV)

Schedule-B-1 to Bid

CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.3 of the General Conditions, the whole of the Works, and each Section (if any), shall be completed within the Time for Completion for the Works or Section (as the case may be) stated as hereunder and mentioned in Contract Data:

Description	Time for Completion (days)
a) Whole Works	
b) Section A (Not Applicable)	
c) Section B (Not Applicable)	
d) Not Applicable	
e) Not Applicable	

[The Bidder shall provide, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and Sections of the Works may meet Employer's completion targets in days noted above and counted from the Commencement Date (Attach sheets as required for the specified form of Construction Schedule)]. In addition, where appropriate the bidder to include the following information:

Work Program Requirements

In addition, the following information shall also be provided:

Project Timeline and Phasing: A detailed project schedule, broken down by phases. The work sequencing should strictly conform to the requirement of the scope of work specified in the document for a) Maintaining the declared dredged depth as a priority item at all times throughout the currency of the contract followed by a plan of b) progressing the capital dredging works. The schedule should include key milestones which includes (but not limited to) setting up of Contractor camp, Engineer facilities (to be made available within four weeks after the award of contract), spares and workshop setup, submission of equipment fitness certificates, mobilization including sailing in and clearance of all dredging plants and allied equipment, creating any cofferdams for designated disposal areas, pre-dredge surveys, discharge of dredging quantity through pipeline, trips to offshore dumping grounds etc., recurring interim surveys, occurrence (and thereby influence on the Works) of monsoon periods and post-dredge surveys all in a manner to achieve the timely completion of the dredging

works. The Bidder's schedule should demonstrate critical path analysis (CPA) identifying the key activities which are likely to impact the project schedule.

Resource Allocation Plan: Bidder to submit details about the number and type of personnel, equipment, and materials that will be allocated for each activity over the course of the project. This should demonstrate deployment of sufficient resources together with standby CSD to overcome any contingencies in case of equipment failure or other delays.

Productivity Targets: Bidder to specify productivity targets or weekly/monthly dredging quantities that must be achieved to stay on track for the throughputs specified in the scope of work.

METHOD OF PERFORMING THE WORK

[The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart:
Shall indicate head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization:
In Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. Method of executing the Works:
The procedures for installation of equipment and machinery and transportation of [Equipment and materials to the site.
4. Quality Control (QC) / Quality Assurance (QA) measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Dredging Methodology Requirements

In addition, following information should be submitted:

Material Handling and Disposal: Outline how the dredged material will be transported to the designated disposal areas. Require details on handling methods, such as slurry transportation and barging, and how the material will be disposed of within the cofferdam areas.

Contractor's Own Quality Control and Monitoring System: Notwithstanding the Engineer Representative monitoring, Contractor's Own quality assurance procedures for quality control during dredging and disposal, including hydrographic surveys, depth verification, alignment checks and ensuring efficiencies in the dredging operations.

Disposal Area Preparation: Provide detailed method statement of how the cofferdam design and construction for disposal areas will ensure that the material stays intact and does not flow into the PQA's waters. The method statement should also ensure the stability and containment of dredged material with appropriate edge protection measures ensuring factors of safety.

Environmental Protection Measures: Demonstrate how the contractor will minimize environmental impact, including siltation control, water quality monitoring, and any other mitigation measures required by local SEPA environmental regulations and those specified in the Environmental protection mitigation measures specified in reports available with the Employer.

Risk Management Plan: The contractor to provide a risk assessment and mitigation plan, addressing potential delays, adverse weather conditions, equipment breakdowns, and other potential risks that he foresees in the execution of the dredging works.

LIST OF MAJOR EQUIPMENT

[The Bidder will provide on Sheet E-2 of this Schedule a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment.

Among other equipment, in accordance with Conditions of Contract Clause 2.6, the Employer shall make available the Trailing Suction Hopper Dredger 'Indus Dolphin' for charter by Contractor. The Contractor shall charter the 'Indus Dolphin' subject to the terms and conditions defined in a legally separate Charter Agreement as appended to Vol-II 'Specification'.

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sheet E-3.]

Dredging Equipment and Techniques: The requirements laid down in the specification shall be strictly complied with. The Bidder shall specify the type and capacity of dredging equipment they will use; e.g., Cutter Suction Dredger (CSD) with minimum 1,500 kW cutter head power capable to dredge at 20m water depth and not older than 10 years; Trailing Suction Hopper Dredger (TSHD) with minimum hopper capacity of 11,000 cubic meters and not more than 10 years old; and other dredging plants and associated/ ancillary equipment. This should include sufficient details demonstrating as to how these choices will meet the required production and dredging throughput rates for the Bidder to successfully complete the Works in accordance with the requirements.

Bidders shall submit the following supplementary information for all plant and equipment as attachments to Schedule-E to their Bids:

Latest fitness certificates, equipment calibration certificates, condition survey, classification society documentation and certificates, flag authority in respect of each floating structure to be deployed at site.

Note:

- a. The Bidders have to reconfirm the availability of stand by dredgers (as provided in Prequalification Documents or equivalent in parameters) in case any breakdowns viz, CSD and TSHD etc.
- b. The Successful Bidder will be required to arrange for verification visit of Employer's team (comprising 03x members) to dredging plants and machinery prior to signing of Contract. In case of delays due visa formalities the said verification would be undertaken through live online virtual visit. Unsatisfactory verification results shall constitute sufficient grounds for the annulment of the award and to consider next advantageous Bid for award of Contract.

**LIST OF MAJOR EQUIPMENT
 Owned, Purchased or Leased**

Owned Purchased or Leased	Description of Unit (Make, Model, Year of manufacturing)	Capacity, Rated power	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

LIST OF MAJOR EQUIPMENT
Equipment details

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	
The following information shall not be applicable for equipment owned by the Bidder		
Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Details of Trailing Suction Hopper Dredger
(The Proposed dredger for the Contract must have
The Minimum Hopper Capacity of 11,000 cum and not more than 10 years old)

Submit the following information in tabular form in an excel worksheet with authenticated documents.

1. Name of Dredger
2. Country of registration
3. Type, No. of suction tube and size
4. Name of Builder
5. Year built
6. Length Overall
7. Breadth Overall
8. Depth
9. Maximum draught loaded
10. Capacity of Hopper in Tons and cubic meter
11. Speed of dredgers' propelling machine
12. Engine make and shaft power
13. Fuel consumption rate
14. Output of Engine
15. Maximum dredging depth
16. Minimum dredging depth
17. Dredging capacity working in sandy Material, per hour.
18. Working hour per week, on which tender is based
19. Output per week in silty/sandy material
20. Hire rate of dredger, including labour, running and all other expenses and overhead when working per hour.
21. Location of Dredgers at the time of submission of Tender
22. Remaining life of Dredger
23. Classification Society
24. Date of last docking for bottom inspection & surveys

Details of Cutter Suction Dredger

(The Cutter Suction Dredger with minimum 1500 KW Cutter head power and capable to dredge at 20m depth and not more than 10 years old)

Submit the following information in tabular form in an excel worksheet with authenticated documents.

1. Name of Cutter Dredger
2. Country of Registration
3. Name of Builder
4. Year Built
5. Length
6. Breadth
7. Depth
8. Maximum average draught
9. Diameter of cutter if any
10. RPM of cutter if any
11. Cutter output
12. Diameter of suction pipe
13. Diameter of delivery pipe
14. Diluting pump water pump output
15. Dredger pump output
16. Underwater Pump output
17. Dredging depth
18. Total installed continuous output
19. Anchor system
20. Discharge head of pumps
21. Rated output of pumps in settled solids.
22. Velocity in pipeline
23. Percentage concentration by volume to give rated output
24. Classification
25. Location of dredger at the time of submission of tender
26. Mobilization and demobilization cost Lump sum

DETAILS OF SURVEY BOAT

(TWIN SCREW)

Not more than 03 years old

Submit the following information in tabular form in an excel worksheet with authenticated documents.

1. Name
2. Built at
3. Year of build
4. Type
5. Length O.A.
6. Breadth O.A.
7. Maximum draught
8. Gross tonnage
9. Speed
10. Output of engines
11. Make & type of engines
12. Make & type of echo sounder
13. Make & type of positioning & tracking equipment
14. Make & type of charting equipment
15. Stability of boat in prevailing condition for survey work at project Site

List of specific survey equipment required to be provided in the survey boat:

S.No.	Type	Equipment Name
1.	Multibeam Echosounder	Teledyne T20-R system fully integrated with complete accessories including motion sensor, sound velocity, and software
2.	Single-Beam Echosounder	Echotrac E20 dual channel dual frequency (30-200kHz) echosounder with dual frequency transducer and complete accessories
3.	Positioning System	Trimble R12i RTK (Real-Time Kinematic) positioning system including Telemetric radio link, Controller, software and accessories. Also require Center Point RTX Services subscription covering project duration
4.	GNSS Data Processing	Trimble Business Center

5.	Side Scan Sonar	EdgeTech 4125i complete system including tow fish, topside processor, software etc.
6.	Sound Velocity Probes	Valeport Swift SVP
7.	Current meter	Valeport model 106
8.	Tide Gauge	Valeport Tide master (02 Sets)
9.	Magnetometer	Geometrics G-882 Marine Magnetometer
10.	Hydrographic Data Collection / Processing of Software	EIVA NaviSuite including data acquisition, processing, 3D visualization, analysis and plotting modules
12.	Motion Sensor	Applanix Pos MV or Seatex MRU 5

Note:

1. Provisioning and installation of Mounting hardware including poles, frames, and brackets for mounting the transducer, computers, processors and other sensors is responsibility of the Contractor.
2. Minimum three days certified training is to be arranged by successful bidder at his own cost for minimum of 04 x personnel on EIVA Navisuite software.

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

1. The following personnel would comprise the supervisory staff to be assigned by us to the construction site for fulfillment of the Contract.

2. The biographical data with relevant testimonials and details of experience of the above key personnel* are attached to our Tender. The information sought at the prequalification stage for the type and qualification of personnel and the projects undertaken shall be provided for personnel actually to be deployed at site.

S. No.	Proposed Assignment	Full Name	Age	Nationality

* Key Personnel

- Project Manager
- Dredging Engineer
- Dredging Superintendent
- Hydrographer
- Dredger Captain
- Quality Control & Quality Assurance Officer
- HSE Officer
- Any other important Key Personnel

Note: In case of any change the replacement shall be of equal or better qualifications and experience

LIST OF SUBCONTRACTORS

I/ We intend to subcontract the following parts of the Work to subcontractors. In my/ our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

**Estimated Progress Payments
(Refer Vol III of IV)**

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Bidder in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements fully complying to the requirements laid down in the specifications.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.). The bidder should mention here what are his proposed environmental measures for the project as per EPA rules like treatment of wastewater and water quality etc. The bidder shall submit a detailed EMP (Environmental Management Plan) to describe how materials are removed from site and disposed of at a safe location, prevention for the contamination of ground and surface water in neighbouring areas etc. including remedial measures for adoption.

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]

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., up to _____.
- (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.

BS-2

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: _____

Corporate Secretary (Seal)

Title: _____
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 arguments

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:
1. _____

Corporate Secretary (Seal)

Signature _____
Name _____
Title _____
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: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ (month) 20 _____ between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz., should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, in the order of priority, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:
 - a) This Contract Agreement;
 - b) The Letter of Acceptance and the completed Form of Bid (Letter of Technical Bid & Letter of Financial Bid);
 - c) The Particular Conditions Part A - Contract Data;
 - d) The Particular Conditions Part B - Special Provisions;
 - e) The General Conditions;
 - f) The Specifications
 - g) The Drawings;
 - h) The Completed Schedules to Bid including Schedule of Prices;
 - i) the JV Undertaking (if the Contractor is a JV); and

The addenda/corrigenda, if any, (Excluding part relating to Instructions to Bidders along with Bidding Data) shall be deemed to have been incorporated at the appropriate places in the “Documents forming the Contract”.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)

DAAB AGREEMENT

To be filled at the time of execution of contract agreement.

Name and details of the Contract _____

This Agreement made the ____ day of _____ [month], ____ [year], between
Name and contact details of the Employer

_____ (name)

_____ (address)

_____ (telephone)

_____ (email / other contact details);

Name and contact details of the Contractor

_____ (name)

_____ (address)

_____ (telephone)

_____ (email / other contact details);

Name and contact details of the DAAB Member

_____ (name)

_____ (address)

_____ (telephone)

_____ (email / other contact details);

(“DAAB Agreement”)

Whereas:

- A. The Employer and the Contractor have entered (or intend to enter) into the Contract;
- B. under the Contract, the **“DAAB”** or **“Dispute Avoidance/Adjudication Board”** means the sole member or three members (as stated in the Contract Data of the Contract) so named in the Contract, or appointed under Sub-Clause 21.1 [Constitution of the DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Members] of the Conditions of Contract;
- C. the Employer and the Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:
 - a. the sole member of the DAAB, and where this is the case, all references to the “Other Members” do not apply; or

b. one of three members / chairman [delete the one which is not applicable] of the DAAB and, where this is the case, the other two persons are:

_____ (name)	_____ (name)
_____ (address)	_____ (address)
_____ (telephone)	_____ (telephone)
_____ (email/ other contact details)	_____ (email/ other contact details)

the “Other Members”; and

D. the DAAB Member accepts this appointment.

The Employer, Contractor and DAAB Member jointly agree as follows:

1. The conditions of this DAAB Agreement comprise:
 - (a) Clause 21 [Disputes and Arbitration] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB’s Activities; and
 - (b) the “General Conditions of Dispute Avoidance/Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Construction” Second Edition 2017 published by FIDIC (“GCs”), as amended and/or added to by the following provisions.

2. [Details of amendments to the GCs, if any. For example:
 In the procedural rules annexed to the GCs, Rule _ is deleted and replaced by: “ ... “]

3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be .
 In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member’s monthly fee and daily fee shall be:
 monthly fee _____ per month,
 and daily fee of _____ per day
 (or as otherwise set under Sub-Clause 9.3 of the GCs).

4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.

5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member’s fees and other payments to be made to the DAAB Member in accordance with the GCs.

6. This DAAB Agreement shall be governed by the law of (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).

SIGNED by: _____ SIGNED by: _____ SIGNED by: _____

Print name: _____ Print name: _____ DAAB Member

Title: _____ Title: _____ Title: _____

for and on behalf of the Employer for and on behalf of the Employer

In the presence of In the presence of In the presence of

Witness: _____ Witness: _____ Witness: _____

Name: _____ Name: _____ Name: _____

Address: _____ Address: _____ Address: _____

Date: _____ Date: _____ Date: _____

FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer')

has entered into a Contract for _____
(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Pak Rupees (PKR) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____
(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above-mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, on the part of the Contractor, of which the Employer at his discretion of making decision, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.
(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of PKR _____ (Pak Rupees _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

Guarantor
(Schedule Bank/ Insurance Company)

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____
Corporate Guarantor (Seal)

CONDITIONS OF CONTRACT

The Conditions of Contract comprise two parts:

- (a) General Conditions
- (b) Particular Conditions

General Conditions

These Conditions are the “General Conditions” which form part of the “FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red book, Reprinted 2022 with amendments)” published by:

International Federation of Consulting Engineers

(Fédération Internationale des Ingénieurs – Conseils) – (FIDIC) World Trade Center II -
Geneva Airport

P. O. Box 311

CH-1215 Geneva 15 Switzerland

Email: fidic@fidic.org, fidic.pub@fidic.org Website: <https://fidic.org/bookshop>

The successful Bidder after award of Works shall have to provide two (02) copies of above said “General Conditions” for incorporation in the Contract.

PARTICULAR CONDITIONS

The Particular Conditions (PC) complement the General Conditions (GC) to specify dates, contractual requirements, and special circumstances related to the Works. The PC consists of two parts, Part A - Contract Data and Part B - Special Provisions. The provisions to be found in the Special Provisions (Particular Conditions - Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions - Part A) take precedence over the Special Provisions (Particular Conditions - Part B).

Part A - Contract Data

Sub-Clause	Data to be Given	Data
1.1.27	Defects Notification Period (DNP):	No DNP for dredging works and 365 days DNP for all other works.
1.1.31	Employer's name and address:	Port Qasim Authority, Ministry of Maritime Affairs, Government of Pakistan, Bin Qasim, Karachi -75020, Pakistan
1.1.35	Engineer's name and address:	Director General (Operations) Port Qasim Authority, Ministry of Maritime Affairs, Government of Pakistan, Bin Qasim, Karachi -75020, Pakistan
1.1.73	Sections:	The completion of work as a whole
1.1.84	Time for Completion:	Twenty-four (24) months (minimum eighteen (18) months) from the date of receipt of Engineer's Notice to commence the work.
1.3(a)(ii)	agreed methods of electronic transmission:	Email followed by hard copy, or as defined by the Engineer.
1.3(d)	address of Employer for communications:	Port Qasim Authority, Ministry of Maritime Affairs, Government of Pakistan, Bin Qasim, Karachi -75020, Pakistan
	address of Engineer for communications:	Director General (Operations) Port Qasim Authority Ministry of Maritime Affairs, Government of Pakistan, Bin Qasim, Karachi -75020, Pakistan
	address of Contractor for communications:	<i>[insert Contractor's address at the time of signing of the Contract]</i>
1.4	Contract shall be governed by the law of:	Islamic Republic of Pakistan
1.4	ruling language:	English

Sub-Clause	Data to be Given	Data
1.4	language for communications:	English
1.8	number of additional paper copies of Contractor's Documents:	Six (06)
2.1	after receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	No later than the Commencement Date.
2.4	Employer's financial arrangements	Employer has sufficient funds for the project.
3.2 (e) (i) and (ii) of PC-B	Engineer's Duties and Authority	Variation resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) subject to accumulative Variations not exceeding five percent (5%) of the Accepted Contract Amount
4.2	Performance Security (as percentage of the Accepted Contract Amount in currencies) percent: currency:	Ten percent (10%) in USD in shape of unconditional Bank Guarantee from any Schedule Bank of Pakistan having minimum AA± rating. The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. This instrument shall be an unconditional and irrevocable Bank Guarantee as specified in contract documents, issued by a Scheduled Bank from State Bank of Pakistan having its branch in Karachi and having minimum AA± rating. or from a Foreign Bank duly counter guaranteed by a Scheduled Bank of State Bank of Pakistan with a branch in Karachi, Pakistan having minimum AA± rating in favour of the Employer.
4.2.1	List of Insurance Companies	Not Applicable
4.7.2	period for notification of errors in the items of reference	Twenty-Eight (28) days
4.19	period of payment for temporary utilities	each month

Sub-Clause	Data to be Given	Data
4.20	number of additional paper copies of progress reports	Seven (7) copies
5.1(a)	maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	Thirty percent (30%)
5.1(b)	parts of the Works for which subcontracting is not permitted	Dredging works and disposal of dredged material.
6.5	Normal working hours on the Site	Dredging works can be carried out 24 hours per day 7 days per week (24/7) throughout the Contract period, except as stopped by the Employer/Engineer by giving advance notice to the Contractor in writing.
8.3	Programme	The Contractor shall submit an initial programme for the execution of the Works to the Engineer within 28 days after receiving the Notice for commencement of the Works. Additional paper copies of programme shall be six (6) number.
8.8	Delay Damages payable for each day of delay	0.025% (zero point zero two five percent) of the Accepted Contract Amount for each day of delay in completion of the whole of Works.
8.8	maximum amount of Delay Damages	Ten percent (10%) of the Accepted Contract Amount.
8.14	Applicability of Incentives for Early Completion	Nil
12.3	Percentage Profit	Ten percent (10%)
12.3 (b)	Valuation of the Works	Para 4 subclause (b) (i) replace in the first line “more than 10%” with “more than 20%”. Para 4 subclause (b) (ii) replace with “[not used]”. Para 4 subclause (b) (iii) replace with “[not used]”.
13.4.(b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit	Twenty-five percent (25%)
14.2	Total Advance Payment	Ten percent (10%) of the Accepted Contract Amount excluding Provisional Sums, against unconditional Bank Guarantee from any

Sub-Clause	Data to be Given	Data
		Schedule Bank of Pakistan having minimum AA± rating.
14.2.1	List of Insurance Companies	Not Applicable.
14.2.2	Advance Payment Certificate	Within 28 days from the date of receipt of mobilization advance bank guarantee from the Contractor. 70% in Foreign Currency and 30% in Local Currency to be paid through Letter of Credit (LC) against bank guarantee(s).
14.2.3	percentage deductions for the repayment of the Advance Payment	Deduction shall be made at the amortization rate of 17.5% of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2 nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment. It may be more than 17.5% in the last installment to ensure full repayment.
14.3	period of payment	60 days
14.3(b)	number of additional paper copies of Statement	six (06)
14.3 (iii)	percentage of retention	10% of the amount of Interim Payment Certificate (IPC).
14.3 (iii)	limit of Retention Money (as a percentage of the Contract Price)	Five percent (5%)
14.5(b)(i)	Plant and Materials for payment when shipped	Not Applicable
14.5(c)(i)	Plant and Materials for payment when delivered to the Site	Plant and Materials as applicable under Bill of Quantities.
14.6.2	minimum amount of Interim Payment Certificate (IPC) (Running Bills)	Five percent (5%) of Contract Price
14.7(a)	period of payment of Advance Payment to the Contractor	Within 28 days from the date of receipt of mobilization advance bank guarantee from the Contractor.
14.7b(i)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	Within 60 days from the date of receipt of Engineer's Certificate for payment by the Employer through Letter of Credit (LC).

Sub-Clause	Data to be Given	Data
14.7b(ii)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	Within 60 days from the date of receipt of Engineer's Certificate for payment by the Employer
14.7(c)	period for the Employer to make final payment to the Contractor	56 (Fifty-Six) days
14.8	financing charges for delayed payment	Not Applicable
14.11.1(b)	number of additional paper copies of draft Final Statements	Six (06)
14.15	currencies of payment of Contract Price	Thirty percent (30%) in Local Currency (PKR) and seventy percent (70%) in Foreign Currency (USD)
14.15(a)(i)	Proportions or amounts of Local and Foreign currencies	Thirty percent (30%) in Local Currency (PKR) and seventy percent (70%) in Foreign Currency (USD)
14.15(c)	currencies and proportions for payment of Delay Damages	Thirty percent (30%) in Local Currency (PKR) and seventy percent (70%) in Foreign Currency (USD)
14.15(f)	rates of exchange	As per Schedule A to Bid (Schedule of Adjustment Data) to be submitted in sealed Financial Proposal, Volume-III BOQ in sealed envelope.
17.2(d)	forces of nature, the risks of which are allocated to the Contractor	Nil
19.1	permitted deductible limits: i) insurance required for the Works ii) insurance required for Goods iii) insurance required for liability for breach of professional duty iv) insurance required against liability for fitness for purpose (if any is required) v) insurance required for injury to persons and damage to property vi) insurance required for injury to employees vii) other insurances required by Laws and by local practice	i) Ten percent (10%) of loss amount on each & every loss ii) Nil iii) Nil iv) Nil v) Nil vi) Nil

Sub-Clause	Data to be Given	Data
		vii) Nil
19.1	Periods for submission of insurance: a) evidence of insurance b) relevant policies	a) Not later than the Commencement Date. b) Within twenty-eight (28) days from the Commencement Date.
19.2.1(b)	additional amount to be insured (as a percentage of the replacement value)	15% of the replacement value (Accepted Contract Amount)
19.2.2	extent of insurance required for Goods amount of insurance required for Goods	from Ex-Works (i.e., works, factory, warehouse, etc.) to delivery at the Site Full replacement value
19.2.3(a)	amount of insurance required for liability for breach of professional duty	Full replacement value of the Works to be designed by the Contractor
19.2.3(b)	insurance required against liability for fitness for purpose	Yes
19.2.3	period of insurance required for liability for breach of professional duty	Until the date of issuance of the Performance Certificate
19.2.4	amount of insurance required for injury to persons and damage to property	Injury to person and fatal case: in accordance with Workmen Compensation Act Damage to property: one point five billion (1,500,000,000) PKR per incident, without limit to the number of incidents.
19.2.6	other insurances required by Laws and by local practice	All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan
19.2.7	<u>Insurance Company</u>	Insurance policies to be submitted from either National Insurance Company of Pakistan or any other insurance company (minimum AA± rating) operating in Pakistan and acceptable to the Employer. Costs of all such insurances shall be borne by the Contractor.
21.1	time for appointment of the DAAB	Within twenty-eight (28) days from the Commencement Date.
21.1	the DAAB shall comprise	Three (3) members

Sub- Clause	Data to be Given	Data
21.1	List of proposed members of DAAB - proposed by Employer - proposed by Contractor	[to be inserted at the time of signing of the Contract] 1. _____ 2. _____ 3. _____ 1. _____ 2. _____ 3. _____
21.2	Appointing entity (official) for DAAB members	Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website
21.6	Rules of Arbitration	PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be in the Employer's country: Karachi, Pakistan.

Summary of Sections of the Works (NOT APPLICABLE)

Section Name/Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)
A			
B			
C			

* These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9.

Section Name/Description (Sub-Clause 1.1.73)	Time for Completion (Sub-Clause 1.1.84)	Incentives for Early Completion (Sub-Clause 8.14)
A		
B		
C		

Particular Conditions

Part B - Special Provisions

1.1 Definitions

1.1.76 “Specification” Following is added at the end:

“and consists of two parts i.e.,

- i) “Part A - Specific Provisions”; and
- ii) “Part B - Technical Provisions”.”

1.2 Interpretation

“and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). Sub-paragraph (k) is added:

“(k) The word “tender” is synonymous with “bid” the word “tenderer” with “bidder”, the words “tender documents” with “bidding documents” and “Schedule of Prices” with “Bill of Quantities”, as applicable.”

1.5 Priority of Documents

The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:

- (a) the Contract Agreement;
- (b) the Letter of Acceptance;
- (c) the Letters of Technical and Price Bid;
- (d) the Particular Conditions Part A - Contract Data;
- (e) the Particular Conditions Part B - Special Provisions;
- (f) the General Conditions;
- (g) the Specifications Part A – Specific Provisions
- (h) the Specifications Part B – Technical Provisions
- (i) the Drawings;
- (j) the completed Schedules to Bid including Bill of Quantities;
- (k) the JV Undertaking (if the Contractor is a JV); and
- (l) any other documents forming part of the Contract.

The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

1.6 Contract Agreement

In the last line of the first paragraph the text “shall be borne by the Employer” is substituted by “shall be borne by the Contractor”

2.4 Employer’s Financial Arrangements

The following text is added at the end of this Sub-Clause:

No Liability for Arrangement of Additional Payment Security and Costs:

The Employer shall not be responsible for arrangement of additional payment security and any costs, fees, or expenses arising from Contractor's demand, including but not limited to:

- a) Confirmation of Letter(s) of Credit (LC) through a foreign bank or financial institutions;
- b) Bank guarantees;
- c) Performance bonds;
- d) Insurance costs; or
- e) Any other financial instruments or arrangements requested by the Contractor to secure their payment.

2.6 Employer Supplied Materials and Employer's Equipment

The text of Clause 2.6 is deleted and substituted by text below:

If Employer-Supplied Materials and/or Employer's Equipment are listed in the Specification for the Contractor's use in the execution of the Works, the Employer shall make such materials and/or equipment available to the Contractor in accordance with a separate charter agreement containing details, times, arrangements, rates and prices.

The Employer shall provide under charter, and the Contractor shall take on said charter, the Employer's dredger "Indus Dolphin" (ID) for undertaking dredging works. The terms and conditions of this charter are given in a legally separate charter agreement, which is provided in the Specification (Vol-II) at Appendix IV.

For avoidance of doubt the following conditions shall apply:

- (i) ID charter agreement shall be a distinct standalone contract that is legally separate to this Contract.
- (ii) No contractual or legal relationship or linkage whatsoever shall exist between this Contract and the ID charter agreement.
- (iii) The Form of charter agreement for hire of dredger "Indus Dolphin" shall be signed by the Power of Attorney holder legally authorized by the Contractor.
- (iv) Any issue or default arising under the charter agreement shall not relieve the Contractor of any of its obligations under the Contract.
- (v) For the purpose of the Contract, the Employer and the Contractor shall hold each other harmless against and from all

damages, losses and expenses (including legal fees and expenses) resulting from any such dispute or other issue arising under the charter agreement.

The Contractor shall be responsible for Employer's Equipment while it is under the Contractor's control and/or any of the Contractor's Personnel is operating it, driving it, directing it, using it, or in control of it.

The Contractor shall not remove from the Site any items of the Employer's Equipment without the prior written consent of the Employer.

3.1 The Engineer

Director General (Operations), PQA

3.2 Engineer's Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors].
- (b) Any action under Sub-Clauses 8.9 [Employer's Suspension] and 8.12 [Prolonged Suspension].
- (c) Issuance of "Taking Over Certificate" under Sub-Clause 10.1 [Taking Over the Works and Sections].
- (d) Issuing the "Performance Certificate" under Sub-Clause 11.9 [Performance Certificate].
- (e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].
- (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].
- (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].
- (i) Any action under Sub-Clause 8.5 [Extension of Time for Completion].
- (j) Certifying additional cost determined under Sub-Clause 4.12 [Unforeseeable Physical Conditions].
- (k) Any action under Sub-Clause 8.8 [Delay Damages].

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination],

as stated in Sub-Clause 3.2 [Engineer's Duties and Authority] of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Following is added after the words "the Employer's consent is required" in 4th paragraph:

"stating that the Employer's consent has been obtained for that specified authority"

3.9 Engineer not Liable

The following Sub-Clause 3.9 is added:

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of material, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representative or employees or any other person performing any portion of the Works.

4.2 Performance Security

4.2.1 Contractor's Obligations

Performance Security 10% of Accepted Contract Amount in USD in shape of unconditional Bank Guarantee from any Schedule Bank of Pakistan having minimum AA± rating. The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. This instrument shall be an unconditional and irrevocable Bank Guarantee as specified in Contract documents, issued by a Scheduled Bank from State Bank of Pakistan having its branch in Karachi and

having minimum AA± rating. or from a Foreign Bank duly counter guaranteed by a Scheduled Bank of State Bank of Pakistan with a branch in Karachi, Pakistan having minimum AA± rating in favour of the Employer. The cost of furnishing the required performance security and stamp duty as per prevailing law shall be borne by the Contractor.

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract. In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

Following paragraph is added at the end of Sub-Clause 4.2.3 [Return of the Performance Security]:

The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 [Employer's Taking Over] of Conditions of Contract.

4.3 Contractor's Representative

In second paragraph the text “professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “qualified, experienced”

In the third paragraph the words “28 days” are substituted by “14 days”. In second line of fourth paragraph, the text “or appoint a replacement” is substituted by “except appointment of a suitable temporary replacement is deployed at the Site”

4.3 Document Contractor's

4.4.2 As-Built Records

First paragraph is deleted and the text in the last paragraph is substituted with the following:

“At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer (six) 6 no. copies and one reproducible of all Drawings amended to conform with the Works ‘As Built’. The price of such Drawings shall be deemed to be included in the Contract Price”

Following Sub-Clause is added:

4.4.4 Shop Drawings

The Contractor shall submit to the Engineer for review (three) 3 no. copies of all shop and erection drawings applicable to this Contract as per the provisions of these Conditions.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities and obligations under the Contract.

4.8 Health and Safety Obligations

The following text is added at the end of this Sub-Clause:

In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour as well as those of the Engineer's Representatives, other persons and property, at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

4.20 Progress Reports

At the end of sub-paragraph (g) the word "and" is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with ":", and the following new sub-paragraphs are added as:

- (i) For purposes of Sub-Clause 4.20, the Contractor shall submit to the Engineer detailed programme for the whole of works (in hard colour copy as well as soft copy of Primavera or Equivalent Software Schedule) for the following components:
 - 1) Execution of Works and Equipment deployment schedules;
 - 2) Labour Employment;
 - 3) Local Material Procurement;
 - 4) Material Imports, if any; and
 - 5) Other details as required by the Engineer.
 - 6) Salient Contractual and Project Information

In addition Contractor shall submit planned programme for the execution of the Works for next 56 days to enable the

Engineer to determine its programme of inspection and testing;

- (j) During the period of the Contract, the Contractor, in addition to requirements of Specifications, shall submit to the Engineer not later than the (eighth) 8th day of the following month, (seven) 7 no. colour copies of Monthly Progress Reports (hard + 01 soft copy of Primavera or equivalent monitoring software File) covering:
- 1) A Construction Schedule indicating the monthly progress in percentage;
 - 2) Description of all work carried out since the last report;
 - 3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - 4) Monthly summary of daily job record;
 - 5) Color photographs of required size and quantity advised by Engineer, so as to illustrate progress (digital and hard copy); and
 - 6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (k) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location, quantities constructed, quantities underway, assignment and working status of all the Contractor's Equipment

5.1 Subcontractors

Add the following text at the end of paragraph (ii):

“under Schedule to Bid”

The following is added at the end of the last paragraph of Sub-Clause 5.1:

All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [After Termination].

The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors. The Employer will not recognize the existence of any Subcontractor or Supplier in any matter concerning the administration of the Contract.

5.2 Nominated Subcontractors

5.2.2 Objection to Nomination

In sub-paragraph (c), “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with: “, and”.

The following is then added as (iii):

(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].

6.1 Engagement of Staff and Labour

The following paragraph is added at the end of the Sub-Clause:

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan keeping in purview Pakistan Engineering Council PEC Guidelines for New, Renewal and Upgradation of Constructors – PEC Policy 2017 updated May 2023, Note-1 under Table ‘D’, Page 17.

6.7 Health and Safety of Personnel

The existing text is substituted with the following:

“In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site. The above compliance shall also be extended to Engineer and Engineer’s Representative at Site. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour including those of Engineer’s Representatives at site, at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements. In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan in general and Port Qasim Standard Operating Procedures (SOPs) in

particular, with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe. During the course of construction, the contractor shall comply and adhere to all SOPs in place with Port Qasim and would be required to obtain in advance all necessary No Objection Certificates (NOCs) and required clearances from concerned departments of PQA.

6.8 Contractor's Superintendence Insert at the end of sub-paragraph (a) of this Sub- Clause:

or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties.

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

The following text is added at the end of this Sub-Clause:

The Contractor's authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

6.12 Key Personnel The following is inserted at the end of the last paragraph:

If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:

- 6.13 Foreign Personnel** The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permit. The Employer will, if requested by the Contractor, use all reasonable endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
- 6.14 Supply of Foodstuffs** The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 6.15 Supply of Water** The Contractor at his own cost shall, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, an adequate supply of drinking and other water for the use of his staff, labour and those of Engineer and his Representatives.
- 6.16 Measures against Insect and Pest Nuisance** The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 6.17 Alcoholic Liquor or Drugs** The Contractor shall not, otherwise than in accordance with the Laws, Statutes, Ordinances and Government Regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal by his subcontractors ,agents, staff or labour .
- 6.18 Arms and Ammunition** The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 6.19 Festivals and Religious Customs** The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
- 6.20 Funeral Arrangements** The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any

of its local employees who may die while engaged upon the Works.

6.21 Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements

6.22 Child Labour

The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.

6.23 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].

6.24 Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

6.25 Epidemics

In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.

7.7 Ownership of Plant and Materials

The following is added before the first paragraph:

Except as otherwise provided in the Contract,

The following is added at the end of the Sub-Clause:

No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:

- i. remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or
- ii. replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).

Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.

The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause.

The following Sub-Clause 7.9 is added after Sub Clause 7.8:

7.9 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such

materials, supplies, plant, equipment and services shall be of required standard.

8.1 Commencement of Works

The following is added before the first paragraph:

“After signing of the Contract Agreement by both Parties,” and thereafter the word “The” is replaced with the word “the”.

8.3 Programme

Add at the end of last paragraph:

It should be in the form of: (i) Critical Path Method (CPM) identifying the critical path / activities along with bar charts. (ii) Soft copy of Programme / Schedule on platform of Project Management software being employed.

8.5 Extension of Time of Completion

The following is added at end of paragraph (c):

“for the last five years”

The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

11.12 Supervisory Assistance during DNP

If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.

12.2 Method of Measurement

The following paragraph is added at the end of the Sub-Clause:

Summary of measured quantity for payment shall be delineated item-wise under four heads namely; “Schedule of Prices Quantity”, “Quantity Executed To-date”, “Quantity Certified Previously” and “Net Quantity Executed under this Certificate”.

12.3 Valuation of the Works

The following text is added at the end of fifth paragraph of the Sub-Clause:

Sum of overhead charges and profit for sub-paragraph (a) shall be twenty-five percent (25%).

13.4 Provisional Sums

The following paragraph is inserted as the penultimate paragraph:

The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and the satisfactory

evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.

13.6 Adjustments for Changes in Laws

The following paragraph is added at the end of the Sub- Clause:

Notwithstanding the foregoing, the Contractor shall not be entitled to an Extension of Time if the relevant delay has already been taken into account in the determination of a previous Extension of Time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].

14.1 The Contract Price

The following is added at the end of the Sub-Clause:

Notwithstanding the provisions of sub-paragraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to re-exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.

14.2 Advance Payment

14.2.1 Advance Payment Guarantee

The entity issuing the Advance Payment Guarantee and its form shall be as under:

The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan.

No insurance guarantee shall be accepted.

In case of Joint Venture, the Advance Payment Guarantee(s) shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

14.6 Issue of IPC

14.6.1 The IPC

In the first line of the first paragraph the words “28 days” are substituted by “30 days”.

14.7 Payment

The following is added at the end of the Sub-Clause:

or through crossed cheque in favour of the Contractor or JV partners. The Payment to JV partners shall be made at the request of the Joint Ventures in the ratio of their shares specified by them.

14.8 Delayed Payment

In the first paragraph, third line, the words “compounded monthly” are deleted.

The text of second paragraph is deleted and substituted with the following:

The Employer shall pay to the Contractor compensation at the rate stated in the Contract Data.

15.2 Termination for Contractor’s Default

15.2.1 Notice

Following text is added at the end of sub-paragraph (h) of this Sub-Clause:

For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.

15.2.3 After Termination

The word “and” at the end of sub-paragraph (ii) of paragraph (b) is deleted the following paragraph is added after sub-paragraph (iii):

(iv) all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment], and

15.4 Payment after Termination

The following text is added at the end of this Sub-Clause:

The Employer shall be entitled to sell any of the Contractor’s Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors.

16.2 Termination by Contractor

16.2.1 Notice

The sub-paragraph (j) is deleted in its entirety.

At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”.

In sub-paragraph (f) “84 days” is replaced with “180 days” and text “for reasons not attributable to the Contractor” is added at the end.

16.3 Contractor’s Obligations After Termination

Sub-paragraph (c) is deleted and replaced with:

(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment*]; and

(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

17.1 Responsibility for Care of the Works

After the two instances of “Goods” in the last paragraph, the words “, Employer-Supplied Materials and/or Employer's Equipment” are added.

The following Sub-Clause 17.7 is added after Sub-Clause 17.6:

17.7 Use of Employer’s Accommodation/ Facilities

The Contractor shall take full responsibility for the care of the items of the Employer’s facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.

If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.

18.1 Exceptional Events

The words "or disorder" are replaced with ", disorder or sabotage" in sub-paragraph (c) of the Clause.

18.4 Consequences of an Exceptional Event

The following is added at the end of sub-paragraph (b) after deleting the "":

, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].

18.5 Optional Termination

In sub-paragraph (c), the words "and necessarily" are added after the words "was reasonably".

19.1 General Requirements

Following text is added at the end of first paragraph:

The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent.

Following text is added at the end of third paragraph:

The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5.

19.2 Insurance to be provided by the Contractor

Clause 19.2.1 has been modified to include the following words after para 2:

For the avoidance of doubt, the Contractor's insurance shall include cover for liability for the Works and Contractor's Plant and Equipment deployed at Site. The coverage shall include war risk, piracy, collision liability in respect of all vessels, crafts or floating equipment, owned, leased or hired by the Contractor in the performance of the Contract.

19.2.5 Injury to employees

The words "sickness, disease" are deleted in the third line of

first paragraph.

The following Sub-Clause is added after Sub-Clause 19.2.6:

19.2.7 Insurance Company

“The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Equivalent million PKR)	Minimum Rating of Insurance Companies
Up to 1,000	A (+)
1,001 to no limit	AA

21.6 Arbitration

The word “international” is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:

“the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;

The following Clauses are added after Clause 21

22 Custom Duty, Taxes and other charges

The Contractor shall be liable to include in his bid price all the applicable customs duties, applicable taxes, surcharges, import and export fees, agent charges, clearance charges, airport and sea port levies etc. Whether specified above or otherwise, the Contractor shall obtain all information from concerned authorities and include in his Contract Price as to Income Tax, Salaries Tax, Professional Tax, Company Tax, Withholding Tax, Sales Tax, Municipal Octroi charges, Port Dues, levies and any other taxes imposed by the local bodies and Government Authorities, export and import duties, import surcharge, Iqra surcharge, etc., and costs of necessary permits. Contractor remains responsible to confirm the requirements thereof at his own responsibility and include all such cost in his bid price. The quoted rate and bid prices shall also include the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract. The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and any other taxes on income arising out of the

Contract. The rates and prices as stated in the Contract shall be deemed to cover all such taxes.

The Contractor shall bear all expenses in connection with the landing and shipment of all plant materials or other items brought into or dispatched from Karachi for the purpose of the Contract including port dues, pilotage charges wharfages etc.

The Contractor remains solely responsible for all profit and trade taxes, import duties and the like to be paid in Pakistan or elsewhere. Demurrage will be applicable on all imported material, plant and equipment, which become part of the permanent works, according to the rules and regulations of Port Qasim Authority in force at that time. The Contractor is responsible for clearing his material and plant from customs.

Employer will deduct withholding income tax from any bill payment to be made to the Contractor, in accordance with the para E, Part I of the First Schedule under Section 50(4) of the Income Tax Ordinance XXXI of 1979, or according to such rules enacted by the Government of the Islamic Republic of Pakistan from time to time during the contract period and deposit the same in the Government Treasury on the Contractor's behalf, under information to the Contractor and Employer.

The Contractor will pay to the Employer all port charges gazetted by the Government of Pakistan relating to both vessels and cargo. No port charges would be leviable on the Contractor's vessels which enter the port by passing the fairway buoy while dredging or otherwise working. Such charges include but are not restricted to berth fees, wharfage, hire of port crafts, services provided to vessels either at berth or in the steam etc. The Contractor will pay to any authorized agent of the Employer the charges levied on handling cargo or hiring equipment. The Contractor is exempted from the use of Employer's pilot for the purpose of carrying out this contract. However, in case any port charges including the pilotage fees are charged, these fees will be reimbursed to the Contractor in his monthly bill, with the exception of mooring charges, if not used for survey purpose, and the hire of all port craft or other equipment and the supply of water and other services to the Contractor which charges will be paid by the Contractor at the time the service or hire is provided.

From the date of issuance of the Certificate of Completion for the whole of the Works, the Contractor shall pay all the dues, fees and other charges as may from time to time be in force in connection with the use of the Employer's floating plant and crafts.

23 Integrity Part

If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agent or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.

The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub- paragraph (a) and (c) of this Sub-Clause.

24 Contractor's Representative

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council. The Contractor's authorized representative and his other professional engineers at Site shall be qualified and experienced professionals in marine dredging works. He shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve on time and on budget completion of the Works as per the Contract.

25 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

26 Safety, Security, and Protection of the Environment

The Contractor shall provide, lay and maintain such buoys, moorings and fastenings as are necessary to secure his floating plant and also such mark buoys as are deemed necessary by the Engineer and/or the Employer to mark the water-sided site area and to warn vessels of the existence of the existence of submerged portions of the Works. PQA Standard Operating Procedures (SOPs) shall be complied with at all times.

These buoys, moorings and fastenings shall be at the sole risk of the Contractor and he shall be responsible for any accidents arising there or damage caused thereby or thereto or which may

arise though the failure of the moorings or fastenings, the breaking adrift of the buoys or their absence from the position where they should have been moored. The Contractor shall bear all cost and charges, which may incur from time to time in connection with lifting, moving and relaying of buoys, mooring and fastenings during the continuance of the Contractor or which may appear necessary or desirable by the Engineer and/or the Employer. The Contractor shall remove and clear away all such buoys, moorings and fastenings when they are no longer required or as instructed by the Engineer or before the granting of the Final Certificate.

The Contractor shall forthwith and with dispatch raise and remove any plant. (floating or otherwise) belonging to him or to any subcontractor or to any person employed by him, which may be sunk in the course of the construction and completion of the Works or during the remedy of defects therein or during the remedy of defects therein or otherwise deal with the same, as the Employer may direct.

Until the same shall be raised and removed, the Contractor shall set all such buoys and display at night such lights and do all such things for the safety of navigation as may be required by the Port Qasim Authority and its SOPs. In the event of the Contractor not carrying out the obligations imposed upon him by this Clause the Employer may buoy and light such sunken plant and raise and remove the same (without prejudice to the rights of the Employer to hold the Contractor liable) and the Contractor shall refund to the Employer all costs incurred in connection therewith. The fact that the sunken vessel, craft or plant is insured or has been declared a total loss shall not absolve the Contractor from his obligation under this clause to raise or remove the same.

27 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site or those contractors mobilized in PQA area and as informed from time to time by the Engineer and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors on site.

28 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer, Engineer or his representative; except with the prior written consent of the Employer or the Engineer, as the case may be.

29 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory

staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

- 30 Epidemics** In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.
- 31 Disorderly Conduct** The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.
- 32 Accident Prevention Officer** The Contractor shall have on his staff on Site an officer dealing only with questions regarding the safety and protection against accidents of all staff and labour. This officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective measures to prevent accidents.
- 33 Repatriation of Labour** The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of all such persons as he recruited and employed for the purposes for in connection with the Contract and shall maintain such persons as are to be so returned in a suitable manner until they shall have left the Site or, in the case of persons who are not nationals of and have been recruited outside Pakistan shall have left Pakistan.
- 34 Burial of Dead** The Contractor shall make any necessary arrangements for the transport, to any place as required for burial, of any of his expatriate employees or members of their families who may die in Pakistan.
- 35 Pandemic** The Contractor confirms that:
- a) the Contractor: (i) should be aware of the any pandemic situation; (ii) understands the risks related to, and arising from pandemic; and (iii) understands how pandemic and the associated risks shall impact and/or affect the Contractor's execution of the Works;
 - b) the Contractor (i) has accounted for, and (ii) is solely responsible for, managing and mitigating any and all

risks associated with any pandemic during the Contractor's execution and completion of the Works; and

- c) the Contractor acknowledges and accepts the matters described in sub-paragraphs (a) and (b) and confirms that the Contractor shall execute and complete the Works in accordance with the Contract Agreement.

Without limiting the provisions of sub paras (a), (b) and (c) above, the Contractor further confirms that:

- d) the Programme, and any method the Contractor utilizes to execute the Works, has enough flexibility to account for the adequate HSE measures and other directives/orders issued and/or advised by the Pakistan Authorities from time to time in relation to pandemic, which includes but is not limited to restricting the movement of human and equipment resources; and
- e) the resources required to carry out any Works, including but not limited to any Construction, design, inspection, materials, equipment and manpower, as specified in the Contract Agreement and required for the works, are available and shall be sourced by the Contractor to meet the requirements of the agreed programme of the works.

Notwithstanding the provisions of (a), (b), (c), (d) and (e), if the Contractor suffers delays in the execution of the Works due to disruptions:

- f) caused by undertaking additional HSE measures and directives/orders instructed by the Authority; and/or
- g) to the Contractor's personnel or affiliated parties, sub-Contractors and/or agents, and if such disruptions are out of the Contractor's control, and the Contractor has mitigated such disruptions to the best of his knowledge and experience as a competent professional Contractor, and have caused the Time for Completion to be delayed, then the Contractor shall, subject to approval by Employer:
- h) be entitled to request for an extension of time for the period that the Time for Completion is delayed by such disruptions;
- i) not be entitled to any additional costs, fees or any increase in the Contractor's Fees for any extension of time under this Clause 34.18 [Pandemic]; and
- j) give notice to the Employer with all necessary details of the Contractor's request for an extension to the Time for Completion in accordance with this Clause 34.18 [Pandemic], as may be necessary in the circumstances. Following receipt of such notice, the Employer shall

review and provide his assessment of such request in accordance with the provisions of the Contract Agreement.

- 36 Records of Safety and Health** The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.
- 37 Use of Pakistani Materials and Services** The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.
- 38 Manufacturers' Instructions, Warranties, etc.** The approved versions of manufacturers' operating and maintenance instructions, warranties, guarantees, inspection sheets and parts lists which are to be furnished with certain items of materials incorporated into the Works shall be delivered to the Engineer prior to the issue of the Taking-Over Certificate by the Engineer.
- 39 Engineer's Failure to Disapprove** Failure of the engineer to disapprove any work or materials shall not prejudice his power subsequently to disapprove such works or materials.
- 40 Possession of Site and Access Thereto** The respective areas of the Site designated in the Drawings will be handed over to the Contractor in the determined sequence according to the Contract, and/or in accordance with the Contractor's proposals for execution of the Works as approved by the Employer / Engineer. The PQA will carry out this handing over each time after receipt of the Contractor's application approved by the Engineer. At the commencement of the Contract, the Contractor will be handed over by the PQA an adequately large part of the Site, which takes his requirements into account, enabling him to commence the Works and to proceed with the approved programme. Adequate areas as shown on the drawings and/or as deemed suitable by the PQA for the setting up of storage and working places including of workshop, provision of berthing facilities for contractor vessels, as well as for the erection of sheds, storage rooms, for the setting up of temporary plant and setup, within the PQA premises, will be placed at the Contractor's disposal without any charge. Further areas required by the Contractor shall be procured by him at his own expenses.

The approach to active Port Qasim's roads, operational areas and other approaches and roads must be kept clear for general

and public traffic during all construction phases by the Contractor.

The Contractor shall prepare, improve maintain at his own expense all areas placed at his disposal, as well as all roads and approaches used by him inside or outside PQA premises, on the normal standards.

41 Custom Clearance

Contractor shall remain responsible for earliest clearance of his plant, material, equipment, etc. from the customs as per prevailing rules to contractor shall also arrange for all import duty approvals and pay all required customs costs. If the Contractor requests any assistance from the PQA, the PQA will only give recommendations to the competent authority. The amount of the customs duty, sales tax and all other duties shall correspond to the rate in force at the time of the import in to Pakistan and shall be paid in full amount by the Contractor at that time for the immediate clearance of the consignment to avoid any undue delay.

42 Removal of Contractor's Equipment, Temporary Works and Materials

The Contractor shall within 90 days after the date of issue of the Taking-Over Certificate remove from the Site all Contractors' Equipment, Temporary Works and unused materials that are not required during the Defects Liability Period. The remaining Contractor's Equipment. Temporary Works and unused materials shall be removed from the Site within 60 days after the date of issue of the Defects Liability Certificate. After the expiration of either of the periods referred to above the Employer will be entitled to levy storage charges for Contractor's Equipment Temporary Works and unused materials remaining on the Site and upon serving 14 days' notice upon the Contractor, the Employer may:

- a) sell any such Contractor's Equipment, Temporary Works and materials as aforesaid, and
- b) b) return at the Contractor's expense any Contractor's Equipment held by him under any agreement for hire or hire purchase to the person firm or company from whom it was held by the Contractor and after deducting from the proceeds of sale the costs charges and expenses of and in connection with such sale and of and in connection with return as aforesaid shall pay the balance (if any) to the Contractor but to the extent that the proceeds of any sale are insufficient to meet all such costs charges and expenses the excess shall be a debt due from the Contractor to the Employer and shall be deductible or recoverable by the Employer accordingly as aforesaid.

43 Landing Charges, Port Dues, etc.

The Contractor shall bear and the Rates and Prices shall be deemed to include all expenses in connection with the landing

and shipment of all materials, Plant; Contractor's Equipment or other things, whether for permanent or temporary works brought into or dispatched from Pakistan through the Port Qasim or any other ports for the purpose of the Works including port and light dues, pilot charges, land in charges, wharf age, demurrage and all other charges and dues, where applicable.

- 44 Anchorage Dues on Floating Equipment, etc.** The Employer will allow the Contractor's floating Equipment and craft to use specified project area in the Port free of anchorage dues and light dues during the continuance of the Contract until 28 days after the expiry of the Time for Completion or such extended time as may have been granted by the Engineer under the provision of contract. Thereafter the Contractor shall pay all dues, fees and other charges in connection with the harbour as may from time to time be in force and shall become payable on such floating Equipment and craft.
- 45 Contractor's responsibility for Licenses** The Contractor shall obtain all necessary import and export licenses for all Contractors Equipment. Temporary Works, Plant and materials of any kind whatsoever required for the execution of the Works. The Contractor shall bear all costs incurred in the acquisition of such licenses and shall be deemed to have satisfied himself with regard to all his liabilities under the Laws and Regulations governing the processing of the said licenses and no separate payment will be made to the Contractor in respect of such costs. The Contractor shall ensure that requests for import and export licenses are submitted in sufficient time to complete all formalities before the said licenses are required.
- 46 Report on Imported Articles** The Contractor shall provide the Employer and the Engineer with receipts for all articles imported by the Contractor under the Contract, in order to register each individual shipment received at the Site. Each shipment shall be carefully checked omits arrival at the Site by the Contractor.
- 47 Contractor's Equipment & Materials Remaining in Pakistan** Should the Employer require, shall have the right of first refusal to buy all Constructional Plant and Materials, etc. which will be sold by the Contractor in Pakistan on completion of the Works.
- 48 Floating Plant** The Contractor shall comply with the Regulations of the Port Qasim Authority and shall obey the orders of the Harbour Master or other authorized and competent authority in respect of navigation of Floating Plant and Craft in the harbour and in the vicinity of the site, and shall conduct his operations in such a manner that they do not interfere with the use of the waterways, anchorages and wharves in the harbour. In this

connection the contractor (and his sub-contractors) shall obtain all Standard Operating Procedures (SOPs) in effect at the port, get familiar with them and comply with them at all times during the execution of works.

Only classified vessels fully registered and recently surveyed as per Lloyd / MMD regulations shall be used on the Works. All craft and floating plant shall be manned at all times with enough crew to be able to effectively deal with normal emergencies. In case, if any shipping or handling of cargo is disturbed by the presence of contractors floating crafts or equipment, penalties will be imposed as per regulations of PQA.

49 Status of Ownership at the Site

All Constructional Plant, Temporary Works and materials shall when brought on the Site be deemed to have passed in to the possession of the Employer and the Contractor shall not remove them from the Site either fully or partly, without the written permission of the Engineer. The employer will however, accord the Contractor the exclusive use of such Constructional Plant, Temporary Works and materials for the construction and completion of the Works, provided that the case does not occur, which gives the Employer the right to expel the Contractor from the Site and to continue with the Works itself.

After final dismantling of any such Construction Plant, Temporary Works or materials for temporary use with the approval of the Engineer, these shall be deemed to be transferred back to the Contractor's property again. After completion of the Works, the rest of the said Constructional Plant and Temporary Works, as well as, any unused materials supplied by the Contractor, will likewise be transferred back to the Contractor and shall be removed from the Site by him.

Should the Contractor neglect after completion of the Works to remove any of the aforesaid Constructional Plant, Temporary Works or unused materials, within reasonable period approved by the Engineer, the Employer may sell the same. Employer will then, after deduction of the costs, dues and expenditures, pay the Contractor the balance from the proceeds of the sale (if available).

50 Default of Contractor

In case of default on the part of Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the

Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

51 Joint and Several Liabilities

If the Contractor is a joint venture of two or more parties, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

52 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

Neither the Contractor nor his representative, nor any other persons employed by the Contractor, may disclose or reveal any information they have obtained under the Contract, nor may they participate in any activity which would be detrimental to the interests of the Employer. Should the Employer suffer any loss whatsoever due to any such activities of the Contractor, his representative, his office staff and all other persons employed by him as well as of his sub-contractors, the Contractor shall fully indemnify the Employer therefore. Beyond this, the Employer retains the right to take any further steps which it deems suitable to this connection.

53 Restrictions on Eligibility

(a) Any plant, materials, or services which will be incorporated in or required for the Works, as well as the Contractor's Equipment and other supplies, shall have their origin in any of the countries and territories with which the Government of Pakistan allows import of goods.

(b) For the purposes of this clause, "origin" means the place where the materials and equipment were mined, grown,

produced, or manufactured, or from which the services are provided.

(c)The origin of Goods and Services is distinct from the nationality of the Supplier.

54 Registration & Licensing of Vehicles

The Contractor shall be responsible for and bear the cost of the registration and licensing of all his vehicles including those provided under the Contract. The registration shall be in the name of the Employer.

55 Contractor's Personnel

The Contractor shall submit to the Employer for approval the names, nationalities and other details of foreign personnel that he intends to employ in executing the Works.

56 Classified Area

The Contract involves an obligation of secrecy and the commission by the Contractor, his agents, employees, or sub-contractors or their agents or employees of any offence under the official Secrets Act 1923 or any statutory modification or re-enactment thereof will apart from any criminal liability, constitute a breach of the Contract. The port zone is classified as a secret area, and all layout drawings on which port facilities are depicted, as well as photographs of all structures, may be retained by the Contractor and his employees and sub-contractors, only with the express approval of the Employer. The taking of photographs is generally forbidden. The Contractor may not employ any personnel who are viewed as security risks by the Employer or the Government of Pakistan.

57 Coordination Meeting

Shortly after issue of the Letter of Acceptance for the Contract, the Engineer will require a meeting with the Contractor at the Engineer's head office (or a the site, as determined by the Engineer), to discuss scheduling of shop and detail drawings, material procurement, progress of work and other similar problems which may be pertinent for the execution of the Works. The Contractor's authorized representative at the Site, who will be responsible for execution of the Works, shall be present at this meeting. Should the Employer consider it necessary, a representative of the Employer will also participate in these talks.

Meetings for coordination of the progress of the construction works will be held at the Site at the discretion of the Engineer. When the works at the Site are continuing regularly, these talks will take place once weekly, on the same date and time, in the Site office of the Engineer. A representative of the Employer will also be present at these meetings, if the Employer considers it necessary.

58 Customs Checks

Customs check posts have been established by the Pakistan Customs Office at all port gates. It shall be the responsibility of the Contractor to make a detailed declaration to the customs officials in every respect, when entering or leaving the port area with material or equipment and complete all formalities as per the prevailing rules & regulations.

59 Property in Dredging and Excavated Materials

All materials and things of any kind obtained from dredging and excavations or found on or under the Site or under any additional site which the Contractor may be allowed to occupy shall remain the property of the Employer and shall not be used in the Works or sold or otherwise disposed of without the written authority of the Engineer, unless otherwise expressly provided for in the Specification. No dredging, excavations or demolitions are to be made upon the Site or additional site beyond those shown on The Drawings or described in the Specification without the prior written authority of the Engineer.