



## KARACHI PORT TRUST ENGINEERING DIVISION

### INVITATION FOR BIDS/TENDER NOTICE PROCUREMENT/CONSTRUCTION AND SUPPLY OF 01 NO. VIP BOAT FOR HARBOUR CRUISE AND SEA TRANSPORT

- 1 Karachi Port Trust (KPT) intends to invite the Technical and Financial Bids from the Local and International Shipbuilding Yards/Firms/Suppliers for Procurement/Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport under **"Single Stage - Two Envelope"** Procedure as per Clause No. 36(b) of Pakistan Public Procurement Rules-2004 (amended).
- 2 The prospective bidders can download the Tender Documents from KPT website i.e. [www.kpt.gov.pk](http://www.kpt.gov.pk) after publication of Tender Notice in the Newspapers and tender documents fee can be submitted at the time of submission of tender/bid along with payment of non-refundable document fees of Rs 5,000 via pay order/bank draft drawn in the name of Chief Accounts Officer KPT or the firm(s) or their representative(s) may obtain a set of Tender Document from the office of Project Manager (Mechanical) upon payment of non-refundable document fees of Rs 5,000 via pay order/bank draft drawn in the name of Chief Accounts Officer KPT and submission of a written request containing complete name(s) and address of the firm. The bidder shall intimate to Project Manager (Mechanical) at e-mail [pmrkpt@gmail.com](mailto:pmrkpt@gmail.com) that they have downloaded the bidding documents from KPT website.
- 3 The bids/proposals along with supported document/data must be submitted (one original and one copy) in two separate sealed envelopes marked as **"Technical offer"** and **"Financial Offers"** by **25-07-2024 at 1100 hrs.** in the office of the Project Manager (Mechanical) Department, Engineering Division. The proposals should be accompanied along with Bid Security amounting of Rs 3 million or in equivalent US Dollar in the Form of Bank Guarantee issued by any Schedule Bank in Karachi having double AA rating. Bid Security/Bank Guarantee shall be submitted in a sealed envelope separate from Technical & Financial Proposals and marked as such.
- 4 Only Technical Proposals/Bids shall be opened on the same day i.e. **25-07-2024 at 1130 hrs** at Committee Room, KPT Head Office in the presence of bidders' representatives who wish to attend. The Financial bids shall be kept in safe custody of the department and financial bids of only technically qualified firms shall be opened in the presence of bidders at the time, date and venue announced and communicated to the bidders in advance. The **09-07-2024** at 1100 hrs at pre-bid meeting shall be held on Committee Room, KPT Head Office.
- 5 Preference will be given to the offered/quoted for readymade available boat of make 2023-24.
- 6 KPT reserves the right to reject all bids at any time prior to acceptance of a bid as per Rule 33 of Pakistan Public Procurement Rules-2004 (amended).
- 7 Interested firms(s), experienced in the work of similar nature may submit their bids to the following address within the date and time at following address:

**PROJECT MANAGER (Mechanical)  
(Engineering Division)**

KPT Head Office Building, Colaba, Doshak Road,  
Karachi-74000, Pakistan. E-mail: [pmrkpt@gmail.com](mailto:pmrkpt@gmail.com)  
Phone: +92-21-99214376 Fax: +92-21-99214376

JUNE-2024



**PORT OF KARACHI  
A GREAT HERITAGE - A RADIANT FUTURE**

## **BIDDING DOCUMENTS**

# **PROCUREMENT / CONSTRUCTION AND SUPPLY OF 01 NO. VIP BOAT FOR HARBOUR CRUISE AND SEA TRANSPORT**

**KARACHI PORT TRUST**

**Engineering Division  
Karachi – Pakistan**



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# **INVITATION FOR BIDS**



**KARACHI PORT TRUST**  
**ENGINEERING DIVISION**

**INVITATION FOR BIDS / TENDER NOTICE**  
**PROCUREMENT / CONSTRUCTION AND SUPPLY OF 01 NO. VIP BOAT**  
**FOR HARBOUR CRUISE AND SEA TRANSPORT**

1. Karachi Port Trust (KPT) intends to invite the Technical and Financial Bids from the Local and International Shipbuilding Yards / Firms / Suppliers for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport under “Single Stage – Two Envelope” Procedure as per Clause No. 36(b) of Pakistan Public Procurement Rules-2004 (amended).
2. The prospective bidders can download the Tender Documents from KPT website i.e. [www.kpt.gov.pk](http://www.kpt.gov.pk) after publication of Tender Notice in the Newspapers and tender documents fee can be submitted at the time of submission of tender/bid along with payment of non-refundable document fees of Rs.5,000 via pay order/bank draft drawn in the name of Chief Accounts Officer KPT or the firm(s) or their representative(s) may obtain a set of Tender Document from the office of Project Manager (Mechanical) upon payment of non-refundable document fees of Rs.5,000 via pay order/bank draft drawn in the name of Chief Accounts Officer KPT and submission of a written request containing complete name(s) and address of the firm. The bidder shall intimate to Project Manager (Mechanical) at e-mail [pmmkpt@gmail.com](mailto:pmmkpt@gmail.com) that they have downloaded the bidding documents from KPT website.
3. The bids / proposals along with supported document/data must be submitted (one original and one copy) in two separate sealed envelopes marked as “Technical offer” and “Financial Offers” by 25-07-2024 at 1100 hrs. in the office of the Project Manager (Mechanical), Department, Engineering Division. The proposals should be accompanied along with Bid Security amounting of Rs.3 million or in equivalent US Dollar in the Form of Bank Guarantee issued by any Schedule Bank in Karachi having double AA rating. Bid Security / Bank Guarantee shall be submitted in a sealed envelope separate from Technical & Financial Proposals and marked as such.
4. Only Technical Proposals/Bids shall be opened on the same day i.e. 25-07-2024 at 1130 hrs at Committee Room, KPT Head Office in the presence of bidders’ representatives who wish to attend. The Financial bids shall be kept in safe custody of the department and financial bids of only technically qualified firms shall be opened in the presence of bidders at the time, date and venue announced and communicated to the bidders in advance. The pre-bid meeting shall be held on 09.07.2024 at 1100 hrs at Committee Room, KPT Head Office.
5. Preference will be given to the offered / quoted for readymade available boat of make 2023-24.
6. KPT reserves the right to reject all bids at any time prior to acceptance of a bid as per Rule 33 of Pakistan Public Procurement Rules-2004 (amended).
7. Interested firms(s), experienced in the work of similar nature may submit their bids to the following address within the date and time at following address:

**PROJECT MANAGER (Mechanical)**  
**(Engineering Division)**  
**Karachi Port Trust,**  
**KPT Head Office Building,**  
**Eduljee Dinshaw Road, Karachi-74000, Pakistan,**  
**E-mail: [pmmkpt@gmail.com](mailto:pmmkpt@gmail.com)**  
**Phone: +92 21 99214376 Fax: +92 21 99214329-30**

JUNE-2024



**PORT OF KARACHI  
A GREAT HERITAGE - A RADIANT FUTURE**

## **BIDDING DOCUMENTS**

# **PROCUREMENT / CONSTRUCTION AND SUPPLY OF 01 NO. VIP BOAT FOR HARBOUR CRUISE AND SEA TRANSPORT**

## **VOLUME – I**

**Form of Bid, Instructions to Bidders, Bidding Data and  
Conditions**

**KARACHI PORT TRUST**

**Engineering Division**

**Karachi – Pakistan**





# **SECTION-I**

# **FORM OF BID**



**FORM OF BID**

Reference No. \_\_\_\_\_

**To,  
The Chairman,  
Karachi Port Trust  
K.P.T. Head Office Building,  
Karachi – Pakistan**

**SUB: PROCUREMENT / CONSTRUCTION AND SUPPLY OF 01 NO. VIP BOAT FOR HARBOUR CRUISE AND SEA TRANSPORT.**

*NOTE: Bidders are requested to fill all the blank spaces in this Form of Bid and the accompanying Schedule of Requirements / BOQ, Appendices etc. included in these documents. Form of Bid, duly filled in, each page signed and stamped shall be submitted as integral part of both the Technical and Financial offers. However, all blank spaces for rates or cost / amount shall NOT be filled in the Technical offer.*

Dear Sir,

1. Having examined the bid document and having checked all local conditions affecting the use of purpose of and also having carefully studied and examined the contents of the Bidding Documents including the Instructions to Bidders, Conditions of Contract, Specifications, Schedule of Requirements, Bill of Quantities and method for the construction and delivery of the above-mentioned VIP Boat, we the undersigned being a company doing business under the name of and address ..... and being duly incorporated under the laws of Pakistan (or name of country of Bidder) hereby offer to construct, complete, deliver at Karachi to the Karachi Port Trust and guarantee the said VIP Boat in accordance with the terms and conditions of these bidding documents, at following price:

**FOR basis** including (Custom duty, Sales Tax and other import charges if applicable) at Karachi  
(in figures) .....  
(in words).....

2. We attach herewith as Bid Security the Bank Guarantee / Pay Order No..... conforming to the Instruction to Bidders, amounting to Pak Rupees 03 million from a Schedule Bank in Pakistan, located in Karachi, in favour of the Karachi Port Trust, which is valid for a period of seven (07) days beyond the period of validity of Bid. We agree to keep the bid security valid for 127 days and are bound to extend the validity of the same, necessarily before the completion of 127 days starting from the date of opening of Bids, otherwise our bid will be rejected.

3. We further agree to take as binding on us and to abide by this Bid for a period of 120 days from the date of **receiving** of the Bid. We understand that as soon the validity period of our bid security or bid expires, our bid shall be liable for rejection.

4. We accept all the above Bidding Documents, including the Schedules attached hereto, as valid and binding, also those parts not countersigned in full by us, but have been submitted with our bid.



5. We acknowledge that we have satisfied ourselves about the local conditions affecting the design and subsequent operation of the VIP Boat among others winds, waves, currents, tidal conditions, environmental & climatic conditions, corrosion conditions, navigational and weather requirements in the areas of Karachi Harbour and adjacent areas, or any other condition(s) which may influence the function of the said VIP Boat in these areas and that we cannot raise any claim for not knowing them or else, or due to any inaccuracies in the Bidding Documents, or any statements made therein or any information given therein or in the subsequent documents and we understand that our bid may be rejected for not knowing the above requirements and use of purpose of the said VIP Boat and to guarantee for one year's smooth operation / use by rectifying the warranty defects etc.
6. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.
7. We confirm that the rates and prices which we have entered in the Bill of Quantities are fixed, unchangeable and firm and all information and data attached with our Bid are complete and without implications. Claims for extra payments will not be raised by us till completion of work, for variations in wage rates, prices of materials, machinery and equipment, government's award, decree, imposition of customs duties, taxes (if any) and the like, whatsoever and also due to change by us in the origin / make / model / material and capacity of any part of the work quoted in our bid, as agreed to by the Employer.
8. A certificate attesting the name, signature and designation of the person who will represent our company and shall correspond on all matters related with this bid and subsequent contract, is enclosed.
9. We also understand that non-compliance to any of the clause(s) of Technical Specifications or of any nature to any / or all clauses of these documents shall provide basis to declare our bid as non-responsive.
10. We accept that the Employer has full right to accept or reject the bids without assigning reasons thereof and to annul this bidding process at any stage without any liability.
11. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. *(Please delete in case of Bid from a single firm)* (if any).
12. If our bid is accepted by the Employer, we undertake, to furnish Performance Bank Guarantee (as per contract conditions) before signing the Agreement of Contract, within fourteen (14) calendar days after receipt of the written Letter of Award (LOA) for accepting our Bid. We further undertake to commence preparatory works, within further twenty-eight (28) days after the first payment is received, and thereafter to expeditiously construct, complete and make ready for shipment VIP Boat to Karachi Port as per contract terms within such period so it reaches the destination within time-lines specified in Instructions to Bidders (Sub-Clause 11.8), calculated from the date Employer releases the first payment in our favour.
13. The offered VIP Boat will be constructed and delivered to KPT within 06 months after award LOI.



OR

The readymade offered VIP Boat of make 2023-24 will be delivered within 03 months. (Bidders may quote accordingly)

14. We undertake to carry out such alterations, additions or omissions of the VIP Boat associated services and provisions as may from time to time be determined and ordered by the Employer generally at the rates and prices entered by us against each item in the Bill of Quantities / Schedule of Requirements and after mutual consent to modify the terms and conditions of contract without change in the contract value and contractual delivery period.

15. We guarantee the trouble-free operation of supplied VIP Boat for one year after final tests by the Employer in Karachi. We shall depute Master at VIP Boat for warranty matters and training of Employer’s operating crew and maintainers, for initial period of 2 weeks. For the subsequent warranty period we have furnished the modus operandi for attending the warranty repairs via ourselves and our Karachi based agent / representative at Schedule ‘F’ to Bid.

16. If our Bid is accepted and the Letter of Award / Intent is issued to us, we agree to pay all costs towards the preparation and submission of 06 sets of stamped and legally acceptable contract agreement documents for execution.

17. Unless a formal Contract Agreement is prepared and signed, the Bid submitted by us together with Employer’s written Letter of Award (LOA) thereof, shall constitute a binding contract between us and Employer.

18. We acknowledge that the bidding documents contain fair and elaborate evaluation criteria, constitute equal opportunity and transparency of process, therefore following to the Employer’s evaluation of bids, we shall have no claim of any nature subsequent to the Employer’s decision for Award of Work or rejection of bid(s).

Dated this, .....Day of .....2024

Signature(s)

.....  
(of the authorized person(s) on behalf of Bidder)

In the capacity of .....  
.....  
.....  
(Name, Designation and National Identity No. of the authorized person and the name of Bidder firm / company in block capitals)

Address .....  
Company Stamp .....  
Tel. No. ....  
Fax No. ....  
Email .....

In the presence of:

Witness .....  
Address: .....  
Occupation .....  
CNIC No. ....  
Date: .....



# **SECTION-II**

## **INSTRUCTIONS TO BIDDERS**



## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### IB.1 Scope of Bid and Source of Funds

##### 1.1 Scope of Bid

The Employer (Karachi Port Trust) wishes to receive bids for:

#### **Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport**

Bidders must quote for the complete scope of work. Any bid covering partial scope of work will be rejected as non-responsive, pursuant to Clause IB.24.

##### 1.2 Source of Funds

The project shall be funded from within Employer's own resources.

#### IB.2 Eligible Bidders

2.1 Bidding is open to all firms / companies meeting the following requirements:

- (a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category relevant to the value of the Works (in case of local Bidder).
- (b) Meeting the condition of eligible countries as per Appendix 'A'.
- (c) Submit a fixed price bid (to be confirmed in the cover letter without mentioning the quoted cost).
- (d) Have not been black listed by the Employer.
- (e) Submit bid valid for 120 days along with acceptable Bid Security valid for 07 days more than validity of bid, pursuant to Sub-Clause 15.2.

#### IB.3 Eligible Goods and Services

3.1 The VIP Boat and ancillary equipment to be constructed and supplied under this Contract shall have their origin in eligible countries listed in Appendix 'A' to Instructions to Bidders and all expenditures made under the Contract will be limited to such works and services.

3.2 For purpose of this Clause, "origin" means the place where the VIP Boat and all its machinery / equipment are produced or from where the ancillary services/ equipments are supplied. The preferable origin of the main and auxiliary machinery, hydraulic system, communication, navigation and deck equipment and other materials are USA, U.K, Western European countries and Japan.

3.3 The origin of products (VIP Boat and all its machinery / equipment) and services are distinct from the nationality of the Bidder.

#### IB.4 Cost of Bidding

4.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



## B. BIDDING DOCUMENTS

### IB.5 Contents of Bidding Documents

5.1 In addition to Invitations for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause IB.7.

SECTION I	FORM OF BID
SECTION II	INSTRUCTIONS TO BIDDERS & APPENDICES
	Appendix A : Names of Eligible Countries
	Appendix B : Evidence of Bidder's Capability
	Appendix C : Domestic Goods (Value Addition)
Annexure-I	Table A : Chart of Evaluation
	Table B : Evaluation Criteria for Technical Specification
SECTION III	A - GENERAL CONDITIONS OF CONTRACT
	B - PARTICULAR CONDITION OF CONTRACT
SECTION IV	TECHNICAL SPECIFICATIONS
SECTION V	SCHEDULE OF REQUIREMENT
SECTION VI	TECHNICAL SCHEDULE
SECTION VII	SCHEDULES TO BID
	SCHEDULE A : Specific Work Data
	SCHEDULE B : Works to be performed by Sub Contractors
	SCHEDULE C : Proposed Program of Work
	SCHEDULE D : Deviation from Technical Provision
	SCHEDULE E : Deviation from Contractual Condition
	SCHEDULE F : Method of Performing Works
	SCHEDULE G : Proposed Organization
	SCHEDULE H : Integrity Pact
SECTION VIII	FORMS (SAMPLES)
	FORM A : Contract Agreement
	FORM B : Bid Security Form
	FORM C : Performance Security Form
	FORM D : Advance Payment Guarantee
	FORM E : Manufacturer's Authorization Form
	FORM F : Particular of Local Associated Firms
	FORM G : List of Sub Contractors

5.2 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 bidders own risk. Pursuant to Clause IB.24, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.





## **IB.6 Clarification of Bidding Documents**

- 6.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the below named officer of the Employer through courier mail or fax:-

**Project Manager (Mechanical)**

Engineering Division

Karachi Port Trust

KPT Head Office

Eduljee Dinshaw Road, Karachi, Pakistan

Fax : 0092-21-99214329, 0092-21-99214330

Tel : 0092-21-99214530-40 Ext: 2887, 0092-21- 99214376

E-mail : pmmkpt@gmail.com

Employer will examine the request for clarification of the Bidding Documents which it receives not later than twenty-eight (28) days prior to the deadline for the submission of bids and if needed will issue the clarification / amendment of the Bidding Documents at least fourteen (14) days before the date of submission of Bids (without identifying the source of enquiry) to all prospective bidders who have purchased the Bidding Documents.

- 6.2 Pre-Bid Meeting:

*The aim of pre-bid meeting is to provide necessary clarification for the clear understanding by the bidders of the bid documents. The purpose of the period available with the bidders to prepare the bid and the extended period if any and of pre-bid meeting is to receive from the interested bidders, a complete and clear bid that may be conforming to the bid documents avoiding the requirement of clarification from the bidders. The pre-bid meeting will be conducted between the Employer and the bidders, on a date 15 days before the date of receiving the bids, at the address given in the Invitation for Bid. The purpose of the meeting will be to provide clarification to the queries on the Bidding Documents received from those participating in the meeting and also queries which have been received by Employer in writing by that time. The minutes of the meeting shall be circulated by Employer via fax, to all the bidders and shall be the part of the bid to be submitted by the bidder(s). After the date of pre-bid meeting queries received if any regarding clarification to the bid documents shall not be responded by the Employer.*

## **IB.7 Amendment of Bidding Documents**

- 7.1 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 or queries raised prior to or at Pre-Bid Meeting, modify the Bidding Documents by issuing addendum.
- 7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 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. The bidder shall also confirm in





the Form of Bid that the information contained in such addenda have been considered in preparing his bid.

- 7.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may at its discretion extend the deadline for submission of bids in accordance with Clause IB.19.
- 7.4 *Basis of this bidding procedure is the “Single Stage – two envelope bidding procedure” as defined in Clause 36 (b) of the Pakistan Public Procurement Rules-2004 (latest 4<sup>th</sup> Edition). PPRA website [www.ppra.org.pk](http://www.ppra.org.pk) may be visited. The clause is as under:*

*36 (b) Single stage – two envelope procedure:-*

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;*
- (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;*
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;*
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;*
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;*
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;*
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;*
- (viii) 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 nonresponsive shall be returned un-opened to the respective bidders; and*
- (ix) The bid found to be the lowest evaluated bid shall be accepted.*

## **C. PREPARATION OF BIDS**

### **IB.8 Language of Bid**

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Engineer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an



English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

## **IB.9 Documents Comprising the Bid**

9.1 The bid prepared by the bidder shall comprise the following components:

- (a) Covering Letter.
- (b) *A Bid Form / Form of Bid and the Technical Schedule and Price Schedule / BOQ (only in Financial Proposal) completed in accordance with the relevant instruction / clauses and blanks have been filled in, sealed and signed.*
- (c) Documentary evidence established in accordance with Clause IB.13 that the Bidder is eligible to Bid and is qualified to perform the Contract if its Bid is accepted.
- (d) *Detailed Technical Specifications, General Arrangement Plan, Engine Room Arrangement (Port & Stbd), Accommodation and Wheel House layout in large size, and other documentary evidence establishing the proposed VIP Boat and ancillary services to be supplied by the Bidder conform to the Bidding Documents.*
- (e) *Documents to establish to Employer's / Engineer's satisfaction that the offered VIP Boat shall be in compliance of / conform to Classification Society Standards, IMO conventions and other international requirements including Stability Criteria, Safety Plans, etc.*
- (f) Bid security furnished in accordance with Bidding Document condition.
- (g) All Forms and Schedules and blank spaces given in the bid documents are duly filled-in.
- (h) *Clause by Clause commentary and list of deviation from Bidding Documents (if any) has been furnished. For details Sub-Clause 14.3 may be referred.*
- (i) *The bid document supplied by Employer or downloaded from website is returned in original duly signed and stamped (each page) as token of awareness and also the additional documents, if any.*
- (j) *Copy of the memorandum of understanding or agreement between the Shipyard where VIP Boat is proposed to be constructed and the Bidder (if different from Shipyard) also identifying the duly authorized local partner / representative has been provided.*
- (k) *Any other relevant document which the Bidder may consider relevant to make his bid convincing and which the Employer may subsequently require during scrutiny of bid.*
- (l) *Power of Attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder.*
- (m) *Integrity Pact duly signed and stamped.*



## **IB.10 Form of Bid and Schedules**

- 10.1 The bidder shall complete, sign and seal the Form of Bid, Schedules (A to H, or as modified) to Bid and Schedule of Requirement (Prices) furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.
- 10.2 For the purpose of granting a margin a domestic preference pursuant to Clause IB.27, The Employer/Engineer will classify the bids, when submitted in one of three groups as follows:
- (a) **Group ‘A’ Bid.** (i) For finished products for which labour, raw materials and components from within Pakistan account for at least 20% of the ex-factory bid price of the products offered (ii) For finished products for which labour, raw materials and components from within Pakistan account for over 20% and up to 30% of the ex-factory bid price of the products offered (iii) For finished products for which labour, raw materials and components from within Pakistan account for over 30% of the ex-factory bid price of the products offered.
  - (b) **Group ‘B’ Bid.** For finished products manufactured in Pakistan for which the domestic value added in the manufacturing cost is less than 20% of the ex-factory bid price; and
  - (c) **Group ‘C’ Bid.** For finished products of foreign origin. In preparing their bids, the bidders, whether local at foreign, shall enter in the Schedule of Prices ex-factory price for indigenously manufactured products and CIF price as well as customs duty and sales tax and other import charges for products to be imported from outside Pakistan.

## **IB.11 Bid Prices**

- 11.1 The bidder shall fill up the Schedule of Requirement (BoQ) attached to these documents indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Requirement (BoQ) shall be entered keeping in view the instructions contained in the said Schedule and in Bidding Documents.
- 11.2 The bidder shall fill in rates and prices for all items of the Works described in the Schedule of Requirement (BoQ). 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 Schedule of Requirement (BoQ).
- 11.3 The bidder’s separation of price components in accordance with Sub-Clause 11.1 above will be solely for the purpose of facilitating the comparison of bids by the Employer/Engineer and will not in any way limit its right to contract on any of the terms offered.
- 11.4 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder’s performance of the Contract and



not subject to variation on any account. When the bidders are required to quote only fixed price(s) a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clause IB.24.

11.5 Any discount offered shall be valid for at least the period of validity of the bid. A discount valid for lesser period shall be considered null and void.

11.6 a) **Bid Price – For Procurement / Construction of VIP Boat 01 No. offered from within Pakistan:**

*The price of the vessel quoted ex-yard shall be fixed including:-*

- i) *All cost of design, construction, supply, provisions, services and accessories etc. as required for complete fulfillment of the terms and conditions of the Bidding Documents including those indicated in the Schedule of Requirement and outside the Schedule of Requirement but in the Bidding Documents and all duties and taxes / charges payable by decree in the country of origin (for machineries / equipment) and Pakistan during the currency of the contract.*
- ii) *All import duties, sales tax and any other taxes / duties / charges already paid or payable towards Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport for their design, machinery, equipment, raw material used in the manufacturing or assembly of the vessels, quoted ex-yard. All taxes payable in Pakistan including GST, income tax, and royalties etc. are to be included.*
- iii) *All incidental costs including all tests and trials, cost of surveys, including bottom survey by approved diver, by Classification and / or local Maritime agency / MMD and Environmental Agencies till end of one year Warranty Period, transport of completed vessel up to Employer's Site, etc. and for registration of VIP Boat with Pakistan Flag Authority-MMD, and insurance of work till start of one year warranty period and / or other levies on account of Government Directives / Labour Awards / revision of SRO's, Port Charges etc. The consolidated ex-yard fixed cost is to be quoted for (i) through (iii)*
- iv) *Provision of Guarantee Master, Guarantee Engineer, and a Technician during initial 4 weeks period, to look after the warranty claims and to give training to KPT's operating crew and instructions to repairers and standby arrangements for attending to warranty claims during the remaining 11 months of warranty period. This cost too shall be added in over-all cost.*
- v) *For goods and services which the bidder will supply from within Pakistan, the prices shall be quoted in Pak. Rupees.*

(b) **Bid Price – For Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport offered from abroad:**

- i) *All cost of design, construction, supply, provisions, services, accessories of VIP Boat etc. as required for complete fulfillment of the terms and conditions of the Bidding*



*Documents including those indicated in the Schedule of Requirement and outside the Schedule of Requirement but in the Bidding Documents.*

- ii) Custom Duty and Sales Tax and other Import Charges (all charges / taxes) payable in the country of origin and all other places in and outside Pakistan including Custom Duty, Taxes, Clearance Charges.*
- iii) The cost of transportation of vessel to Karachi, including voyage insurance.*
- iv) All incidental costs, charges, paid or payable to various agencies if any, including bottom survey by approved diver of the supplied vessel at Karachi, cost of all surveys by Class and / or local Maritime Agency and registration with Pakistan Flag Authority-MMD till end of one year warranty period and any other cost including the costs under decree which may be incurred till such time the one-year warranty period starts.*
- v) Provision of Guarantee Master, Guarantee Engineer, and a Technician during initial 4 weeks period, to look after the warranty claims and to give training to KPT's operating crew and instructions to repairers and standby arrangements for attending to warranty claims during the remaining 11 months of warranty period. The fixed DDP (CIF + Custom duty, Sales Tax and other import charges) price is to be quoted for (i) through (v).*
- vi) The freight cost and voyage insurance cost to be indicated separately.*

*Mode of Payment of freight cost may be:*

- a. By Employer to Contractor.*
- b. By Employer to the National Flag carrier. In this event freight will not be paid to Contractor and value of contract may be reduced for freight cost.*
- c. By Contractor to the National Flag carrier or others, in this event above (a) shall prevail.*

11.7 The comparison shall be delivery price of vessel to be offered from within Pakistan in accordance with Sub-Clause 11.6 (a) (such prices to include all costs as well as custom duties and taxes paid or payable on the machineries, material, equipment and components incorporated or to be incorporated in the construction of the vessel) and the DDP (CIF + Customs duty, sales tax and other import charges) Pakistan price plus all other costs of the vessel proposed to be constructed abroad in accordance with Sub-Clause 11.6 (b).

11.8 The time for complete delivery at Karachi is 06 months for VIP Boat by local or by foreign bidders from outside Pakistan.

OR



The readymade offered VIP Boat of make 2023-24 will be delivered within 03 months. (Bidders may quote accordingly)

11.9 Spare Parts (Optional) as mentioned (SOR-5)

## **IB.12 Currencies of Bid**

12.1 Prices shall be quoted in the following currencies:

- (a) For Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport and services which the bidder will supply from within Pakistan, the prices shall be quoted in the Pak. Rupees.
- (b) For Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport and services which the bidder will supply from outside Pakistan, the prices shall be quoted either in U.S. Dollars or in any other freely convertible currency.

12.2 Further, a bidder expecting to incur a portion of its expenditure in the performance of the Contract in more than one currency (but use no more than 2 foreign currencies), and wishing to be paid accordingly, shall so indicate in its bid.

12.3 The currencies of payment shall be as stated in Particular Conditions of Contract. However, provisions in Sub-Clauses 12.1 & 12.2 above shall not in any way constitute a contractual or legal binding on the Employer for the payment in the currencies required by the Contractor.

## **IB.13 Documents Establishing Bidder's Eligibility and Qualifications**

13.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the bidder's eligibility to bid shall establish to the Employer's satisfaction that the bidder, at the time of submission of its bid is from an eligible source country as defined under Clause IB.2.

13.3 The documentary evidence of the bidder's qualification to perform the Contract if its bid is accepted, shall establish to the Employer's / Engineer's satisfaction:

- (a) that, in the case of a bidder offering to supply VIP Boat under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Ship Building Yard to supply the VIP Boat to Pakistan;
- (b) that the Bidder / Ship Building Yard has the financial, technical and production capability necessary to perform the Contract; and





- (c) that, in the case of a bidder not doing business within Pakistan the bidder is or will be (if successful) represented by an agent in Pakistan equipped and able to carry out the Contractor's maintenance, repair and spare parts stocking obligations under the Warranty terms prescribed by the Conditions of Contract and /or Technical Specifications.

- 13.4 (a) Bidder / Ship Building Yard must provide documentary evidence to the satisfaction of the Employer for the following: -

As per Annexure-1 (Table A & B)

That the Ship Building Yard where VIP Boat is proposed to be constructed possesses the capacity and capability of manufacturing, quality assurance and testing facilities, qualified man-power and production / delivery of quality materials for construction of such vessel according to bid specifications and delivery requirements. **Besides, such shipyard should have produced same and similar vessels for at least 10 years and its constructed vessels (VIP Boat and other similar vessels) shall have proven successful in the field for at least 10 years** and the bidder shall submit with the bid all necessary documentation in this regard. The Employer / Engineer will have the right to verify the particulars regarding the shipyard and other related information furnished with the bid and the joint venture as well as the partners thereof shall be liable for disqualification in the event of any mis-statement / mis-representation on their part.

The bidder shall furnish documentary evidence of qualification on the Form "Evidence of Bidder's Capability" (Appendix B to these Instructions)

- (b) The bidder should have an average annual turnover in the last five years equal to or more than the Total Bid Price.

13.5 Joint Venture

In order for a Joint Venture to qualify:

- (a) Technical and financial criteria as laid down at Clause 13.4 above shall be fulfilled by any one or more members of the Joint Venture jointly.
- (b) All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirement of Sub-Clause 2.1 hereof and the joint venture as well as the partners thereof shall be liable for disqualification in the event of any mis-statement / mis-representation on their part.
- (c) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to Employer for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the agreement mentioned under Para (g) below as well as in the Form of Bid and Form of Contract Agreement (in case of a successful bidder).
- (d) The Form of Bid, and in the case of successful bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.



- (e) One of the joint venture partners shall be nominated as being in-charge / lead and this authorization shall be evidenced through specific clause to that effect in the Joint Venture Agreement
- (f) The partner-in-charge / lead partner shall be authorized on behalf of all partners to correspond with the Employer / Engineer, receive instructions, raise invoices, receive and acknowledge amounts payable to Joint Venture, etc.
- (g) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating, besides the stipulations as laid down at Sub-Clauses (b) to (f) herein-above, the conditions under which it will function, its period of duration, role of partners in due performance of the Contract, the proportionate participation 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.

#### **IB.14 Documents Establishing Product's Eligibility and Conformity to Bidding Documents**

- 14.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of VIP Boat and Services which the bidder proposes to supply / perform under the Contract.
- 14.2 The documentary evidence to the Employer's satisfaction that VIP Boat and machinery / equipment and ancillary services will have their origin in an eligible source country as defined under Clause IB.3. A certificate of origin issued at the time of shipment will satisfy the requirements of the said Clause.
- 14.3 The documentary evidence of the VIP Boat and machinery / equipment and services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:
  - (a) A detailed description of the VIP Boat and machinery / equipment and essential technical and performance characteristics.
  - (b) Complete set of technical information, description data, literature and drawings as required. This will include but not be limited to the following:
    - (i) A sufficient number of drawings, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the VIP Boat to be furnished.
    - (ii) Details of equipment and machinery with capacity.
    - (iii) Any other information which is required for evaluation purposes.





- (c) A clause-by-clause commentary on Technical Specifications (Section IV), provided with the Bidding Documents, in the form of Technical Schedule (Section VI) demonstrating the substantial responsiveness of VIP Boat and machinery / equipment and services to these Specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications as required in Schedule D to Bid.
- 14.4 For purpose of the commentary to be furnished pursuant to Sub-Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Engineer in the Technical Specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Engineer's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specifications. Copies of the standards by the bidder other than those specified in the Bidding Documents shall be furnished.

#### **IB.15 Bid Security**

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount of Pak Rupees 03 million or an equivalent amount in US \$ (converted at State Bank of Pakistan announced selling rate of US\$ on the date of bid submission) for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport and machinery / equipment in the manner described in these documents.
- 15.2 The Bid security shall be in the form of a Bank Guarantee issued by a bank with +A1 rating (by PACRA) / authorized, first Class scheduled bank located in Karachi except United Bank Ltd. in favour of Chief Accounts Officer, KPT. The Bank guarantee for the Bid Security shall be valid for a period 7 days more than the days beyond the validity of the Bid, which would be valid for 120 days.
- 15.3 The Bid Security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 15.7 hereof.
- 15.4 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive, pursuant to Clause IB.24.
- 15.5 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 15.6 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.



- 15.7 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 hereof; or
  - (c) in the case of a successful bidder, if he fails to:
    - (i) furnish the required Performance Security in accordance with Clause IB.34, or
    - (ii) sign the Contract Agreement, in accordance with Clause IB.35.

#### **IB.16 Validity of Bids**

- 16.1 Bids shall remain valid for 120 days after the date of bid opening as prescribed in Clause IB.19.
- 16.2 In exceptional circumstances prior to expiry of original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period which shall in no case 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 forfeiture of his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

#### **IB.17 Format and Signing of Bid**

- 17.1 Bidders are particularly advised that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 17.2 All Schedules to Bid are to be properly completed and signed.
- 17.3 No alteration is to be made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 17.4 Each bidder shall prepare one (1) Original and (2) Copies, of the documents comprising the bid as described in Clause IB.9 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 17.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.



- 17.6 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 initiated by the person or persons signing the bid.
- 17.7 Bidders shall indicate in the space provided in the Form 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.
- 17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

#### **D. SUBMISSION OF BIDS**

##### **IB.18 Sealing and Marking of Bids**

- 18.1 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 18.2 hereof.
  - (d) ***Single Stage – Two Envelope Procedure*** - Each bid shall comprise two envelopes containing, separately, financial proposal and technical proposal. All bids received shall be opened and evaluated in the manner prescribed at Sub-Clause 7.4 of IB.7.
  - (e) *One Envelope, addressed to the Employer at the address given in Sub-Clause 6.1, containing separate sealed envelopes for Technical and Financial Proposals shall be submitted.*
  - (f) *Each envelope has to indicate the Title of envelope i.e. “Bid for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport” and “Technical Proposal” and “Financial Proposal” and Name and complete address of the bidder.*
- 18.2 The inner and outer envelopes shall;
- (a) be addressed to the Employer at the address given in Sub-Clause 6.1 heretofore.
  - (b) bear the Project name, Bid No. and Date of opening of Bid.
  - (c) provide a warning not to open before the time and date for bid opening.
- 18.3 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Sub-Clause 6.1 heretofore.
- 18.4 In addition to the identification required in Sub-Clause 18.2 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.20.



- 18.5 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.
- 18.6 *Each Technical and Financial Proposal shall be opened in the presence of bidders or their representatives (from within those who have obtained the bidding documents), who may so wish.*
- (a) *Each bid shall be accompanied by a covering letter from the bidder, (at the bidder company's letter head) and will be placed on top of respective envelopes.*
  - (b) *The letter shall be signed by the same person who has signed the Form of Bid.*
  - (c) *The letter shall clearly define the content of envelopes over which it is placed and indicate details of the Bank Guarantee for bid security.*
  - (d) *The bid security may be placed in an un-sealed envelope along with the covering letter, annexed with the envelope containing "Technical Proposal".*
  - (e) *The sealed envelopes for Technical Proposal shall be opened only if the Bank Guarantee for bid security has been furnished in accordance with these documents.*
- 18.7 *The envelope marked "Technical Proposal" shall be opened first and shall contain:-*
- (a) *Complete set of the issued or downloaded Bidding Documents duly signed and stamped each page.*
  - (b) *Bidder's Technical Proposal, including Technical schedule, detailed Technical Specification and other associated details of the VIP Boat and drawings / large size General Arrangement Plan, Engine Room Arrangement (Port & Stbd), Accommodation and Wheel House Layout.*
  - (c) *Form of Bid filled in, except for cost.*
  - (d) *Clause by Clause commentary to all the parts of issued Bidding Documents depicting deviations (if any) to the clauses.*
  - (e) *Documents in compliance with all other requirements of Bidding Documents.*
  - (f) *Plan / methodology for providing training for the operators and maintainers of the Employer and attending repairs during warranty period and local set up / assistance for the purpose of prompt rectification of defects.*



- (g) *Any other additional documents which the bidder may consider to submit for evaluation of his Technical Proposal.*
- 18.8 *Already opened or tempered or damaged envelopes received via mail or in person shall not be accepted and shall be returned. Employer shall not assume any responsibility of damaged envelopes or of late arrival of the bid at receiving desk of the Employer.*
- 18.9 *Envelope marked 'Financial Proposal' shall accompany a covering letter on top and shall contain: -*
- (a) *Acceptance of the stage payments as per Conditions of Contract.*
  - (b) *Confirmation of bid to be fixed priced, otherwise pursuant to Sub-Clause 11.6 the bid shall be non-responsive, shall be rejected and the Financial Proposal shall be returned un-opened.*
  - (c) *The priced Bill of Quantities, with separate indication of transportation, insurance, duties taxes and any other charges.*
  - (d) *Form of Bid duly filled in for price.*
  - (e) *Affirmation of delivery of VIP Boat complete in all respects accompanied with contracted equipment within Delivery Period as per Sub-Clause 11.8 at the Employer's site.*
  - (f) *List of deviations with the contract clauses for price and payment.*
  - (g) *Any other cost factor outside the purview of the supplied bid documents.*

#### **IB.19 Deadline for Submission of Bids**

- 19.1 (a) Bids must be received by the Employer at the address specified in Sub-Clause 6.1 hereof not later than the time and date stipulated in the Bidding Data.
- (b) Bids with postal / courier 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.
- (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 package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 19.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.



- 19.3 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause IB.7, 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.20 Late Bids**

- 20.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in the Bidding Data will be 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.21 Modification, Substitution and Withdrawal of Bids**

- 21.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that modification, substitution or written notice of the withdrawal is received by the Employer prior to the deadline for submission of bids.
- 21.2 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.18 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 21.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Clause IB.15.

### **E. BID OPENING AND EVALUATION**

#### **IB.22 Bid Opening**

- 22.1 A committee consisting of nominated members by the Employer and by the Engineer will open the Technical Proposals and announce any withdrawals, substitution and modifications made pursuant to Clause IB.21, the presence or absence of Bid Security, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids.

The bidders' representatives who are present shall sign in a register evidencing their attendance.

- 22.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first and the name of the



Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.

- 22.3 For opening of Financial Proposals the procedure as laid down at Sub-Clause 7.4 shall be followed. The bidder's name, Bid Prices, unit rates, any discount offered, bid modifications, substitutions and withdrawals, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the opening of Financial Proposals. The Employer will record minutes of bid opening.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 22.4 Discounts offered for lesser period than the bid validity shall not be considered in evaluation.

### **IB.23 Clarification of Bids**

- 23.1 To assist in the examination, evaluation and comparison of Bids the Engineer may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

### **IB.24 Preliminary Examination & Determination of Responsiveness of Bids**

- 24.1 Prior to the detailed evaluation of bids, pursuant to Clause IB.26:
- (a) the Engineer will examine the Bids to determine whether:
    - (i) the Bid is complete and does not deviate from the scope,
    - (ii) any computational errors have been made,
    - (iii) required sureties have been furnished,
    - (iv) the documents have been properly signed,
    - (v) the Bid is valid till required period,
    - (vi) the Bid prices are firm during currency of contract if it is a fixed price bid,
    - (vii) completion period offered is within specified limits,
    - (viii) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience,
    - (ix) the Bid does not deviate from basic technical requirements and,
    - (x) the Bids are generally in order,
  - (b) A bid is likely not to be considered, if:
    - (i) it is unsigned,
    - (ii) its validity is less than specified,
    - (iii) it is submitted for incomplete scope of work,
    - (iv) it indicates completion period later than specified,





- (v) it indicates that works and materials to be supplied do not meet eligibility requirements,
  - (vi) it indicates that Bid prices do not include the amount of income tax or other applicable duties / levies,
- (c) A bid will not be considered, if:
- (i) it is not accompanied with bid security,
  - (ii) it is submitted by a bidder who has participated in more than one bid,
  - (iii) it is received after the deadline for submission of bids,
  - (iv) it is submitted through fax, telex, telegram or email,
  - (v) it indicates that prices quoted are not firm during currency of the contract whereas the bidders are required to quote fixed price(s),
  - (vi) the bidder refuses to accept arithmetic correction,
  - (vii) it is materially and substantially different from the Conditions / Specifications of the Bidding Documents,

24.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Bid and the total shown in Schedule of Requirement (Prices) Summary, the amount stated in the Form of Bid will be corrected by the Employer / Engineer in accordance with the Corrected Schedule of Requirement (Prices).

If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

24.3 Prior to the detailed evaluation, pursuant to Clause IB.26 the Employer / Engineer will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

A material deviation or reservation is one

- (a) which affects in any substantial way the scope, quality or performance of the Works.
- (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or





- (c) whose rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

The Employer's / Engineer's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 24.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 24.5 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

### **IB.25 Conversion to Single Currency**

- 25.1 To facilitate evaluation and comparison, the Employer / Engineer will convert, all Bid Prices expressed in the amount in foreign currency in which Bid Price is payable, to Pak. Rupees at the Telegraphic Transfer and Over Draft (TT&OD) composite (selling) exchange rates published / authorized by *National Bank / State Bank of Pakistan* and applicable to similar transactions, on the date of the opening of Bids.

### **IB.26 Detailed Evaluation of Bids**

- 26.1 The Employer / Engineer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Clause IB.24 as per requirements given hereunder.

#### 26.2 Evaluation and Comparison of Bids:

- (a) Technical Evaluation

It will be examined in detail whether the VIP Boat offered by the bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid will be compared with the specific work data prescribed by the Employer and technical features / criteria of the VIP Boat detailed in the Technical Specifications. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

- (b) After the bids have been received and opened (only technical Proposals) examination shall be carried out in the following manner:-

- i) *Technical Proposals and subsequently provided clarification, if any, shall be evaluated to assess the responsiveness and level of compliance to the set of issued bid documents. The Bidder will have to fill in the blank spaces for Technical Schedule and may additionally provide the details if not asked for Information for all the proposed machinery, equipment and materials for their make, capacity, size and origin be essentially given. Non-compliance of any of the essential*



*technical parameter and terms and conditions of the bid documents, instructions to bidders shall provide basis for technical disqualification of a bid.*

- ii) *For fair Technical Evaluation of Bidders of different status, capability and experience and offer for VIP Boat built to different specifications, Table A “CHART FOR EVALUATION” has been drawn with minimum 70% compliance to the requirements mentioned therein. Evaluation Criteria for Technical Specifications has been drawn at Table B “EVALUATION CRITERIA FOR TECHNICAL SPECIFICATION OF VIP BOAT” with minimum 70% compliance to the specifications mentioned therein. Both tables A & B have been placed in Annexure-I.*

#### Basis of Price Comparison

The prices will be compared on the basis of the Evaluated Bid Price pursuant to Para (g) herein below.

- (c) After completion of examination of all received Bids for Technical Evaluation, Financial Proposals of only the technically qualified bidders, who have scored minimum 70% qualifying marks and who have already furnished the accepted and valid Bid Security Clause 18.10, shall be opened publically at a date and time to be announced later.
- (d) Retained un-opened Financial Proposals of bidders, determined as “technically dis-qualified” for opening of Financial Proposals shall be returned pursuant to Clause 15.
- (e) Bids with any allowance or conditions requiring price adjustment during the period of execution of the Contract shall not be considered for financial evaluation and rejected being not the fixed priced. Additional provision offered if any, over and above the condition of contract / technical specification shall not be taken into account during the financial evaluation of bids.
- (f) Commercial Evaluation  
It will be examined in detail whether the bids comply with the commercial / contractual conditions of the Bidding Documents. It is expected that no major deviation / stipulation shall be taken by the bidders.
- (g) Evaluated Bid Price  
In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
- (i) making any correction for errors pursuant to Sub-Clause 24.2 hereof.



- (ii) excluding Provisional Sums, if any, but including priced Day work.
  - (iii) Making an appropriate adjustment for any other acceptable variation or deviation.
- (h) Employer evaluation of Bids will take into account the bid price for the supply of VIP Boat along with all accessories, provision, services warranty and training etc. in strict accordance with the terms of the bidding documents.
- (i) The bid price to be quoted in their bid by each of the foreign and local Bidder shall strictly be as described at Sub-Para 11.6 of IB.11 herein-above.
- (j) The Employer's evaluation of Bids will also take into account the delivery schedule, in the manner and to the extent described below for arriving at the consolidated cost for comparison.
- (i) Delivery schedule offered in the Bid:  
Upon completion the VIP Boat complete with Class registration and duly insured and accompanied with all equipment, parts, accessories, is required to be delivered at Employer's Site at Karachi Port as per the Delivery Schedule stated at Sub-Clause 11.8.
  - (ii) For the purpose of evaluating consolidated cost quoted by a Bidder, who proposes longer delivery period, for comparison with costs quoted by other Bidders, an amount of PKR 10,000 (or equivalent in US\$) per day over and above the said delivery period shall be added to the quoted cost. Bids offering delivery period of more than one calendar month beyond the Delivery Period given at Sub-Clause 11.8 shall not be considered for evaluation.

26.3 Evaluation method: This clause has been deleted.

26.4 If the bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Schedule of Prices 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 that the amount of the Performance Security set forth in Clause IB.34 be increased 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.



## **IB.27 Domestic Preference**

- 27.1 In the comparison of evaluated Bids, under Domestic Preference policy, a margin of preference will be accorded for VIP Boat to be constructed in Pakistan in accordance with the procedure laid down at Sub-Clauses 27.2 to 27.6, provided the bidder shall have established to the satisfaction of Employer that the manufacturing cost of such VIP Boat includes a domestic value addition equal to at least 20% of the ex-factory Bid price of such VIP Boat. Bidders applying for domestic preference shall fill in Appendix C to these Instructions to substantiate their claim.
- 27.2 The Employer/Engineer will first review the Bids to determine, the Bid group classification in accordance with Sub-Clause 10.2 hereof.
- 27.3 The comparison shall be between: Ex-factory price of the VIP Boat to be offered from within Pakistan (such prices to include all costs as well as custom duties and taxes paid or payable on raw materials and components incorporated or to be incorporated in the construction of VIP Boat) and DDP (CIF + Customs duty, sales tax and other import charges) Pakistan seaport price of the VIP Boat to be offered from outside Pakistan.
- 27.4 The lowest evaluated bid of each Group shall first be determined by comparing all evaluated bids in each Group among themselves taking into account:
- (a) In the case of VIP Boat manufactured in Pakistan, sales tax, local body charges and other similar taxes which will be payable on the finished VIP Boat in Pakistan.
  - (b) In the case of VIP Boat of foreign origin offered from abroad, customs duties, sales tax and other import charges which will be payable on finished VIP Boat in Pakistan.
  - (c) In the case of VIP Boat of foreign origin already located in Pakistan, customs duty, sales tax and import charges on CIF price as applicable for Sub-Clause 27.4(b) here above.
- 27.5 The price preference to Group A bids will be:
- (a) 15% of the ex-factory bid price, if the value addition through indigenous manufacturing is at least 20%;
  - (b) 20% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 20% and up to 30%; and
  - (c) 25% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 30%.
- 27.6 The applicable price preference i.e., as per Sub-Clause 27.5 here above will be applied to Group 'A' Bid by reducing the ex-factory bid price.



## **IB.28 Process to be Confidential**

- 28.1 Subject to Clause 23 heretofore, no Bidder shall contact Employer and/or Engineer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) 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.
- 28.2 Any effort by a Bidder to influence Employer and/or Engineer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

## **F. AWARD OF CONTRACT**

### **IB.29 Post-Qualification**

- 29.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any deficiency in Bidders' capacities, may require the said Bidder(s) to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified / technically qualified or not:

Provided that such deficiencies / clarifications, if any, shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

- 29.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted under Appendix B to Instructions to Bidders "Evidence of Bidder's Capability" by the bidder pursuant to Clause IB.13, as well as such other information as required under the Bidding Documents.
- 29.3 An affirmative determination will be a pre-requisite for award of the Contract to the lowest evaluated bidder. A negative determination will result in rejection of that bidder's bid in which event, Employer will proceed to undertake a similar determination of the next lowest evaluated bidder's capabilities to perform the Contract satisfactorily.

### **IB.30 Award Criteria**

- 30.1 Subject to Clause IB.32, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that



such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.29.

### **IB.31 Employer's Right to Vary Quantities**

- 31.1 Employer reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantities of machinery / equipment and ancillary services in the context of Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport specified in the Schedule of Requirements (Prices) without any change in the unit price or other terms and conditions.

### **IB.32 Employer's Right to Accept any Bid and to Reject any or all Bids**

- 32.1 The Employer reserves the right to accept or reject any bid, and 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 to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection shall upon request be communicated, to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.
- 32.2 No negotiations with the bidder having been evaluated as lowest evaluated bidder or any other bidder shall be permitted. However, the Employer may have clarification meeting(s) to get clarify any item(s) in the bid evaluation report.

### **IB.33 Notification of Award**

- 33.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing "Letter of Award/Acceptance" that his bid has been accepted. This letter shall name the sum which the Employer will pay to 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 "Contract Price").
- 33.2 The Letter of Award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 33.3 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.

### **IB.34 Performance Security**

- 34.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of twenty-eight (28) days after the receipt of Letter of Acceptance.



- 34.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.34.1 or Clause IB.35 or Clause IB.43 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **IB.35 Signing of Contract Agreement**

- 35.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Employer.
- 35.2 The formal Agreement between the Employer and the successful bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful bidder from the Employer.

## **G. ADDITIONAL INSTRUCTIONS**

### **IB.36 Instructions not Part of Contract**

- 36.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

### **IB.37 Contract Documents**

- 37.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

### **IB.38 Sufficiency of Bid**

- 38.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Requirements / Bill of Quantities. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Bill of Quantities shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

### **IB.39 One Bid per Bidder**

- 39.1 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 will be disqualified and bids submitted by him shall not be considered for evaluation and award.

### **IB.40 Bidder to Inform Himself**

- 40.1 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a





Contract for execution of the Works. This shall include but not be limited to the following:

- (a) inquiries on Pakistani Income Tax/Sales Tax to the Commissioner of the Income Tax and Sales Tax, (FBR) Pakistan.
- (b) inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.
- (c) information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
- (d) investigations regarding transport conditions and the probable conditions which will exist at the time the VIP Boat will be actually transported.
- (e) Weather conditions and sea state under which the described VIP Boat is required to operate.

**IB.41 Alternate Proposals by Bidder:** This clause has been deleted.

**IB.42 Local Conditions**

- 42.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Employer will assist the Bidder wherever practicable and possible.

**IB.43 Integrity Pact**

The Bidder shall sign and stamp the Integrity Pact provided at Schedule-H to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bid non-responsive.





**Appendix A to  
Instructions to Bidders**

**NAME OF ELIGIBLE COUNTRIES**

[User to list down the Name of eligible countries as per Clause 2 of Instructions to Bidders]

**All countries except India and Israel**



**Appendix B to  
Instructions to Bidders**

**EVIDENCE OF BIDDER'S CAPABILITY**

[Note: Bidders to provide the following information with the bid separately and indicate herein its references where this information is available.]

<b>Sr.No.</b>	<b>Information to be Supplied</b>	<b>Bid References</b>
1.	Name of bidder, business address and country of incorporation.	
2.	Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.	
3.	The annual reports or qualification statements giving general description of the firm, sort of business carried out, balance sheets, profit and loss statements, turn over and business done by the firm, duly authenticated, for the last three (3) years. Audited Balance Sheets for the preceding 3 years and projected assets and liabilities for the next 2 years shall be provided.	
4.	Location and address of manufacturing facilities.	
5.	Full description of factories owned and the annual manufacturing capacities of various items made therein.	
6.	Details of the factory or factories where the offered equipment is proposed to be manufactured. This description should include the facilities and capacities of the particular factories including testing facilities and the processes used in manufacturing and testing. Where parts or components are purchased from outside, the details of equipment purchased and the names and experience record of the suppliers.	
7.	Detailed description of the quality control testing and research facilities. If the equipment is manufactured under license, the name of the licensor and details of the licensing arrangements, such as the duration of the license, the facilities provided to the bidder by the licensor and whether future improvements are available or not etc. A copy of the license agreement may be attached.	
8.	Names, qualifications and experience of the key technical personnel.	



Sr.No.	Information to be Supplied	Bid References
9.	The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.	
10.	The time since the particular equipment offered has been manufactured and the time for which it has been in service. The manufacturer shall have the following experience. (list of the equipment and experience required) (Ref: Evaluation Criteria for experience)	
11.	Reference lists of similar works done by the bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply and the approximate value.	
12.	Details of projects under execution and future contractual commitments (for each partner, in case of a joint venture).	
13.	Banking reference, names of banks and addresses may be given to whom reference regarding financial capability of the bidder may be made, with authority to make inquiries from the bidder's bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture).	
14.	Information on any litigation or arbitration resulting from contracts completed or under execution by the bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof (for each partner, in case of a joint venture).	



**Appendix C to  
Instructions to Bidders**

**Domestic Goods (Value added in Pakistan)**

[Bidders claiming eligibility for domestic preference should fill in for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport and all machinery / equipment to be used therein, all columns hereunder and provide necessary documentation to substantiate their claim]

Sr. No.	Description	Unit	Qty	Total Price Ex-Factory (Pak Rs.)	Domestic value added in the manufacturing cost as percentage of Ex-Factory Price	Amount of value addition (Pak Rs.)
1	2	3	4	5	6	7
<b>Total in columns 5 &amp; 7</b>						

**Computations:**

- A. Total amount of Value Addition (from Col.7) Rs. \_\_\_\_\_
- B. Total Ex-Factory Price (from Col.5) Rs. \_\_\_\_\_
- C. Total DDP Price of imported items Eqv. Rs. \_\_\_\_\_
- D. Total Price [B+C] Eqv. Rs. \_\_\_\_\_
- E. % of value addition = [(A/D)x100] \_\_\_\_\_ %
- F. Domestic Preference =(15,20 or 25)% of B Rs. \_\_\_\_\_



# **ANNEXURE I**

## **EVALUATION CRITERIA**

**TABLE – A**

**TABLE – B**



**TABLE – A**

**EVALUATION CRITERIA FOR THE  
PROCUREMENT / CONSTRUCTION AND SUPPLY OF  
01 NO. VIP BOAT FOR HARBOUR CRUISE AND SEA TRANSPORT**

**Minimum Qualifying Score in each Table (A & B) is 70%**

The Bidders have to provide the following information pertaining to their offer for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport in their submitted Technical Proposal, with relevant documentary evidence.

**Name of Bidder:** \_\_\_\_\_

**Mandatory Requirements:** Following are mandatory requirements without fulfilling of which the Technical Proposal shall be declared non-responsive: -

1. Local bidders must be registered with Pakistan Engineering Council as Constructor in relevant technical category and in appropriate financial category commensurate with the Bid Price.
2. Bidder, the shipyard (if different from Bidder), local associate / agent and sub-contractor (if any) should not have been black-listed by the Employer or the Federal / Provincial Government. Undertaking to that effect should be provided on stamp paper.
3. Local Bidder and/or local associate / representative of foreign bidder must be registered with Pakistan Federal Board of Revenue for Income Tax and General Sales Tax and also with Sindh Board of Revenue for Services Sales Tax. Foreign bidder should be registered with concerned tax authorities in its respective country and an evidence to be provided for the aforesaid certificates (duly signed and stamped of bidder).
4. The Shipbuilding Yard where the 01 No. VIP Boat are proposed to be Supplied / Constructed should be certified from ISO 9001, ISO 14001 and OHSAS 18001 (amended) and evidence to be provided with Tech Proposal.
5. Shipbuilding Yard/Manufacture's Authorization on their letterhead to be submitted, if bidder does not manufacture/construct or produces the goods offer to supply / constructed.
6. Audited Financial Statements of last three years of the Bidder. In case of Joint Venture, last three years Audited Financial Statements of all members of Joint Venture will be provided (duly signed and stamped).
7. The Declaration of Beneficial Owners information of Public Procurement contract award Regulation ,2022 notified vide SRO592(I)/2022 be complied by the bidder and submit the documents establishing owners information of Company who will be beneficial for this contract. The regulation stipulates that:  
*“All the procuring agencies while engaging in public procurement Contracts worth Rs. 50 million and above shall make a mandatory provision of beneficial ownership information of the Company in the said contracts of per prescribed proforma (Annex-I) in accordance with provisions of Form-42 and 44 of the Securities and Exchange Commission of Pakistan”*
8. The bidder should have an average turnover in the last three years equal to or more than US \$100,000 OR equivalent Pak rupees. Alternatively, the bidder should have successfully completed in the last five years minimum one specific project having value equal to or higher than the US \$200,000 OR equivalent Pak rupees.



Section	Description	Points to be awarded		Max Points
<b>A</b>				
1	<b>Status of Bidder Firm:</b>			<b>05</b>
	Public Limited/Multinational	5		
	Private Limited	4		
	Proprietary/Single owner/partnership	3.5		
2	<b>Total Age of Ship Building Yard (Years):</b> (where offered VIP Boat are proposed to be supplied/constructed)	07 years or more	5	<b>05</b>
		5 to 6	4	
		1 to 4	3.5	
3	<b>Number of type and size of offered VIP Boat supplied /constructed:</b> Number of VIP Boat equal to or larger than the size and specifications of the offered VIP Boat built/supplied for International Clients. Documentary evidence in support of claimed number and specifications of VIP Boat and proof of their satisfactory operation from the owners showing present location of operation/use must be provided, without which the claimed number/type/specifications will not be accepted.	05 or more	8	<b>08</b>
		3 to 4	5.6	
4	<b>Number of similar boats constructed:</b> Number of similar VIP Boat, built/constructed for International Clients, during last five years. Documentary evidence in support of claimed number and specifications of VIP Boat and proof of their satisfactory operation from the owners showing present location of operation/use must be provided, without which the claimed number/type/specifications will not be accepted.	05 or more	8	<b>08</b>
		3 to 4	5.6	
5	<b>Total No. of Harbor Boats Built:</b>	Over 30	4	<b>04</b>
		For less than 20, no points	20 to 29	
<b>B</b>	<b>FINANCIAL CAPABILITY OF THE BIDDER:</b>			<b>10</b>
	<b>Average Annual Net Worth (last three years)</b>			
	Over US \$100,000 OR equivalent Pak rupees =	10 Points		
	Over US \$70,000 OR equivalent Pak rupees =	07 points		
	Over US \$50,000 OR equivalent Pak rupees =	05 points		
	Less than US \$50,000 OR equivalent Pak rupees =	00 points		
<b>Sub-Total Table A:</b>				<b>40</b>
<b>C</b>	<b>TECHNICAL SPECIFICATION:</b> Marks for Technical Specification of 01 No. VIP Boat. Breakup of Evaluation Criteria for Technical Specification of offered VIP Boat as given below (Preference will be given to the offered / quoted for readymade available boat of make 2023-24).			<b>60</b>
<b>Sub-Total Table B:</b>				<b>60</b>
<b>Grand Total</b>				<b>100</b>





**TABLE – B**

**EVALUATION CRITERIA FOR THE  
PROCUREMENT / CONSTRUCTION AND SUPPLY OF  
01 NO. VIP BOAT FOR HARBOUR CRUISE AND SEA TRANSPORT**

The Bidders have to provide the following information pertaining to their offer for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport in their submitted Technical Proposal, with relevant documentary evidence.

**Name of Bidder:** \_\_\_\_\_

Mandatory Requirements: In addition to the mandatory requirements listed at Table-A, the following are additional mandatory requirements, without fulfilling of which the Technical Proposal shall be declared non-responsive:

1. The bidding documents supplied by Employer is returned in original duly signed and stamped (each page) as token of awareness/acceptance should be submitted with Technical Proposal.
2. Power of Attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder should be submitted.
3. Integrity Pact duly signed and stamped by the bidder/firm should be submitted.
4. Form of bid dully signed and stamped by authorized signatory should be submitted.
5. Evidence that the offered VIP Boat shall be of proven design and as per the design approved by any top five Classification Societies member of IACS (i.e. LR, BV, DNV-GL, NK, ABS or CSS) for such a vessel for use as described at Technical Specifications. As an evidence of specifications and GA Plans of minimum 04~05Nos. VIP Boats each size & capacity equal to or larger than those being offered built earlier by renowned shipyard for reputable customers accompanied by Class Certificates and Navigational Notation issued by world renowned Classification Societies (must be member of IACS) for said vessels should be submitted.
6. Stability standards for the design, construction and operation of VIP Boat shall be in accordance with Lloyd's/BV's Rules (or equivalent). Builder/Supplier will provide a certificate of conformance for captioned standards.
7. SOLAS and MARPOLE Certificates, Annex-I, IV and VI and IMO certificate as per requirement.
8. Classification Society Certificates for Hull and also Builder's Certificate, General Arrangement Plan should be submitted.

S.No.	Description	Points to be awarded	Max. Points
1	<b>Principal Characteristics:</b> a. Length Overall: -----40 ~ 50 feet b. Breadth: -----12 ~ 14 feet c. Draught: -----20 ~ 25 inch d. Boat type: ----- High speed motor boat e. Displacement: -----8 ~ 10 tons f. Hull type: -----Mono Hull	15	<b>15</b>



	<p>g. Hull material: -----FRP</p> <p>h. Working State (Performance Parameters):-----6~7 Beaufort Scale</p> <p>i. Sea area of utilization:----- 18 ~ 20 knots</p> <p>j. Seating arrangement: - 34~40 Passenger+3~5 Crew</p> <p>k. Navigation &amp; Communication Equipment</p> <p>l. Tamper Proof Flow-Meter:</p> <p>m. Operating Environment at Karachi Harbour: - Ambient Temp 40 ~ 45°C Relative Humidity 95%</p>			
2	<p><b>Classification Society:</b> The design and construction of the VIP Boat, including its machinery and other installations shall be must be from within members of IACS.</p>	<p>Lloyd's Register or Bureau Veritas</p> <p>ABS, DNV-GL</p> <p>Others</p>	<p>5</p> <p>3</p> <p>2</p>	<p><b>05</b></p>
3	<p>Cruising speed (full loaded) @ 90% MCR under normal ambient conditions.</p>	<p>30 ~ 35 knots</p> <p>20 ~ 24 knots</p>	<p>5</p> <p>3</p>	<p><b>05</b></p>
4	<p><b>Main Engines:</b> Suitable 3x OBM engines to meet the speed of 20 ~ 30 knots with propulsion system shall be installed shall be 4-strokes, marine type. Authorized repair &amp; maintenance workshop, backup facility and prompt spares supply should be available in Karachi. <b>Note: Machinery not under license China.</b></p>	<p><u>Make:</u> Yamaha/Cummins/ <b>Mercury Marine/Caterpillar</b> /MAN manufactured at West European/USA origin</p>	<p>10</p>	<p><b>10</b></p>
5	<p><b>Petrol / Diesel Generator:</b> Suitable portable generator as per load requirement. <b>Note: Machinery not under license China.</b></p>	<p><u>Make:</u> Cummins/Honda/O R equivalent of West European, USA origin</p>	<p>2</p>	<p><b>02</b></p>
6	<p><b>Hydraulic equipment for steering gear.</b></p>	<p><u>Make:</u> Rexroth, Vickers Western Europe or USA</p>	<p>5</p>	<p><b>05</b></p>
7	<p><b>Safety and Fire Fighting Equipment.</b></p>	<p><u>Make:</u> Western Europe or USA</p>	<p>5</p>	<p><b>05</b></p>
8	<p><b><u>Navigation equipment make model:</u></b> • GPS, radar, depth sounder, VHF radio, and other navigation aids as per requirement.</p>	<p><u>Make:</u> Western Europe or USA or Japan</p>	<p>5</p>	<p><b>05</b></p>
9	<p>Fuel Tanks capacity.</p>	<p>1300 ~ 1500 liters</p>	<p>3</p>	<p><b>03</b></p>
10	<p>Fresh Water Tanks capacity.</p>	<p>150 ~ 180 liters</p>	<p>3</p>	<p><b>03</b></p>
11	<p><b>Spares Availability:</b> Guarantee for availability of spares for next 05 to 10 years for main and auxiliary machinery, propulsion and electrical and other equipments.</p>	<p>10 years</p> <p>05 years</p>	<p>2</p> <p>1</p>	<p><b>02</b></p>
<b>Sub-Total Table-B:</b>				<p><b>60</b></p>



**NOTE:**

- (A) **1<sup>st</sup> Step:** The offered bids for readymade Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport, make 2023-24, will be evaluated on as 1<sup>st</sup> step, as per the Terms & Conditions of Bidding Documents and Evaluation Criteria. The proposals / bids for New Construction will not be considered for evaluation until the offered readymade boat by the firm(s) declared as non-responsive.
- (B) **2<sup>nd</sup> Step:** If the offered bids for readymade Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport, make 2023-24 are non-responsive then offered bids / proposals boats for New Construction will be evaluated as per the Terms & Conditions of Bidding Documents and Evaluation Criteria.



# **BIDDING DATA**



## **BIDDING DATA**

### **1. Bidding Data**

The following specific data for the Works to be bidden shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

### **INSTRUCTIONS TO BIDDERS**

#### Clause Reference

#### **1.1 Name and address of the Employer & Summary of Works to be procured:**

Project Manager (Mech)  
Engineering Division  
KARACHI PORT TRUST  
Edujee Dinshaw Road,  
Karachi-74000, Pakistan  
Tel : 92-21-99214530-40 Ext: 2887 & 99214376  
Fax : 92-21-99214329-30  
E-mail : [pmmkpt@gmail.com](mailto:pmmkpt@gmail.com)

Works to be procured: Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport Schedule of Requirement at Section-V may be referred for details.

**Name and Number of the Contract:** - Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport

- 1.2 **Source of Funding:** The project shall be funded from within Employer's own resources (i.e. Pak rupees)
- 2.1 The bidding is open to National / International competition as per policy of the government
- 6.1 **Time limit for clarification:** Queries shall be replied by the Employer up to 14 days before bid submission date
- 6.2 **Venue, time, and date of the pre-Bid meeting:** Venue: Conference Hall, KPT Head Office Building, Karachi. Date: 09-07-2024 Time 1100 hrs.
- 9.1 **The bid prepared by the bidder shall comprise the following: -**
- Covering Letter.
  - Form of Bid in accordance with format provided at Section-I and the Technical Schedule and Schedule of Requirements / BOQ completed in accordance with the relevant instruction / clauses with blanks filled in, sealed and signed.
  - Documentary evidence established in accordance with Clause IB.13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted, including the mandatory requirements as laid down in Evaluation Criteria. Said mandatory requirements listed at Table-A and Table-B are binding.



- d. Detailed Technical Specifications, General Arrangement Plan, Engine Room Arrangement (Port & Stbd), Accommodation and Wheel House layout in large size and other documentary evidence establishing the proposed VIP Boat and ancillary services to be supplied by the Bidder confirms to the Bidding Documents.
  - e. Documents to establish to Employer's / Engineer's satisfaction that the offered VIP Boat shall be in compliance of / conform to Classification Society Standards, IMO conventions and other international requirements including Stability Criteria, Safety Plans, etc.
  - f. Bid security furnished in strict accordance with Bidding Document condition.
  - g. All Forms and Schedules and blank spaces given in the bid Documents are duly filled-in.
  - h. Clause by Clause commentary and list of deviation from Bidding Documents (if any).
  - i. The bid document supplied by Employer or downloaded from Employer's website is returned in original duly signed and stamped (each page) as token of awareness and also the additional documents, if any.
  - j. Copy of the memorandum of understanding or agreement between the Shipyard where VIP Boat is proposed to be constructed and the Bidder (if different from Shipyard) also identifying the duly authorized local partner / representative.
  - k. Any other relevant document which the Bidder may consider relevant to make his bid convincing and which the Employer may subsequently require during scrutiny of bid.
  - l. Joint Venture Agreement (if applicable).
  - m. Power of Attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder.
  - n. Integrity Pact duly signed and stamped.
  - o. Documentary evidence established in accordance with Clause IB.14 that the products and ancillary services to be supplied by the bidder are eligible products and services and conform to the Bidding Documents.
  - p. Bidders applying for eligibility for domestic preference in bid evaluation shall supply all information & evidence to establish the claim for domestic preference required to satisfy the criteria for eligibility as described in Clause IB.27. The particulars for domestic Product prescribed in Appendix C to Instructions to Bidders shall also be filled in to substantiate claim for domestic preference
- 12.1 **Currencies of Bid and Payment:** The Bidders to quote the prices in terms of Pak rupees or US Dollars or Euros. However, for the purpose of comparison of prices of all the bidders, all the prices quoted in foreign currency shall be converted to Pak rupees at the selling rate of said foreign currency declared by State Bank of Pakistan on the date of submission of Bids. The payment will be made in Pak rupees only.
- 14.3 **Furnish Technical Proposal:** The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid and also meeting requirements for timely delivery of VIP Boat. The technical proposal shall be in compliance with Technical Specifications (Section IV).



14.3

(c) **Clause by Clause Commentary** Format shall be as given at Technical Schedule (Section VI). All the provisions mentioned in this Bidding Document as requirements for substantial responsiveness, e.g. tests & trials, inspections, documents, proven design, etc. as well as those items mentioned in Technical Specifications (Section IV) but not mentioned in Technical Schedule, should also be included in the Technical Schedule so as to meet the requirement of Clause by Clause Commentary.

15.1 **Amount of Bid Security:** The Bid security shall be furnished in the amount of Pak Rupees 03 million OR an equivalent amount in US \$ (converted at State Bank of Pakistan announced selling rate of exchange on the date of bid submission) and shall be in the form of a Bank Guarantee issued by a bank with +A1 rating (PACRA), authorized, first Class scheduled bank located in Karachi except United Bank Ltd. in favour of Chief Accounts Officer, KPT. The Bank guarantee for the Bid Security shall be valid for a period 7 days more than the days beyond the validity of the Bid, which would be valid for 120 days.

16.1 **Period of Bid Validity:** 120 days with effect from date of submission of bids

18 **Number of copies of the Bid to be completed and returned:** One original and two copies

19.1

(a) **Venue, time, date of submission of Bid and opening of Technical Proposal:**

a) Venue for receiving / submission of the bids:

**Project Manager (Mech)**  
Engineering Division,  
Karachi Port Trust,  
KPT Head Office,  
Edujlee Dinshaw Road Karachi,  
Pakistan.

b) Venue for opening of Technical Proposals:  
Conference Hall, KPT Head Office Building, Karachi.

c) Technical Proposal opening Date: 25-07-2024 Time: 1130 hrs.

19.4 **Deadline for submission of bids:** Date: 25-07-2024 Time: 1100 hrs.

31.1 **Percentage increase or decrease shall not exceed** 15% of the contract value.

34 **Standard form and amount of Performance Security acceptable to the Employer:**  
The successful Bidder shall furnish to the Employer a Performance Security amounting to 10% of the Contract Price in the form of a Bank Guarantee issued by an authorized, first class scheduled bank with +A1 rating located in Karachi except United Bank Ltd. in favour of Chief Accounts Officer, KPT within a period of 28 days after the receipt of Letter of Acceptance. The Bank Guarantee should be valid for one year.





**ANNEXURE-I**

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts:

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. E-mail address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/Association of Persons/Single Member Company/partnership Firm/Trust/Any other Individual, body corporate (to be specified))	Date of Incorporation/Registration	Name of Registering Authority	Business address	Country	E-mail address	Percentage of shareholding, Control of interest of BO in the legal person or legal arrangement	Percentage of shareholding, control of Interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (detail shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8	
Name and surname (in Block Letters)	CNIC No. (in case of foreigner Passport No.	Father's/Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the Registered/Principal office address for a subscribes other than natural person	Number of shares taken by cash subscriber (in figures and words)	
			Total number of Shares taken (In figures and words)					

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name and Signature .....  
 (Person authorized to issue notice on behalf of the Company)

## **SECTION III**

### **A – GENERAL CONDITIONS OF CONTRACT**



The “**GENERAL CONDITIONS OF CONTRACT FOR ELECTRICAL & MECHANICAL WORKS**” of FIDIC are applicable for this Bidding Document as prescribed by PEC. However due to restriction on reproducing the same from PEC Website, following advice on PEC Website is being reproduced here below for the guidance of Bidders: -

1. The FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC. Copies of the FIDIC Conditions of Contract can be obtained from:  
FIDIC Secretariat  
P.O. Box 86  
1000 Lausanne 12  
Switzerland  
[fidic.pub@fidic.org](mailto:fidic.pub@fidic.org) – [FIDIC.org/bookshop](http://FIDIC.org/bookshop)
2. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.



## **B – PARTICULAR CONDITIONS OF CONTRACT**



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## **PART- II: PARTICULAR CONDITIONS**

### **1. Definitions**

In addition to the Definitions given in General Conditions (GCC), following shall also be applicable and these shall prevail:

- 1.1 "Contract" means the agreement between the Employer and the Contractor for the execution of the Works incorporating the Conditions, Specifications, Contractor's Drawings, priced Schedules, Tender, Letter of Award and such other documents as may be expressly incorporated by the Letter of Award.
- 1.2 "Commencement Date" means the date of release of advance payment by the Employer to the Contractor
- 1.3 "Works" means Construction & Supply of VIP Boat complete in all respects and all other accessories, equipment, spares, documents, etc as specified in the Contract including tests / trials and services to be provided by the Contractor.
- 1.4 "Contract Price" means the sum stated in the Letter of Award as payable to the Contractor for the execution of the Works.
- 1.5 "Contractor" means the entity whose Bid has been accepted by the Employer and the legal successors in title to the Contractor.
- 1.6 "Employer" means the Board of Trustees of Karachi Port Trust and the legal successors in title to the Employer.
- 1.7 "Engineer" means the person appointed by the Employer to act as Engineer for the purposes of the Contract and designated as such in the Contract.
- 1.8 "Engineer's Representative" means any representative of the Engineer appointed from time to time by the Engineer.
- 1.9 "Letter of Award" means the formal acceptance by the Employer of the Tender-Bid incorporating any adjustments or variations to the Tender agreed between the Employer and the Contractor.
- 1.10 "Defects Liability Period" means one calendar year following final taking over of Works by the Employer, during which the Contractor is responsible for making good defects and damage in accordance with Contract.
- 1.11 "Final Certificate of Payment", means the certificate to be issued by the Engineer to the Employer in accordance with Sub-Clause 59.7
- 1.12 "Foreign Currency" means either United States Dollar or Euro.
- 1.13 "Gross Misconduct" means any act or omission of the Contractor in violation of the most elementary rules of diligence which a conscientious contractor in the same position and under the same circumstances would have followed.



- 1.14 "Schedule of Requirement" means the Bill of Quantities completed and priced item-wise, or any part or individual schedule thereof, submitted by the Contractor with his Tender and forming a part of the Contract.
- 1.15 "Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor to be performed before the Works are taken over by the Employer.
- 1.16 "Time for Completion" means the time stated in the Contract for completing the Works calculated from the Commencement Date unless extended including final taking over of the Plant by the Employer
- 1.17 "Plant" means VIP Boat, machinery, apparatus, materials and all things to be provided under the Contract for incorporation in the Works.
- 1.18 "Site" for the purpose of this Contract includes the berth or any other quay wall at the Seaport of Karachi designated and notified by the Employer to the Contractor for stationing the completed Plant and the route up to the farthest location in the sea for placing or removing the buoys and conducting applicable inspections and tests by Classification Society and Engineer and other relevant representatives of the Employer.
- 1.19 "Variation Order" means written order by Employer for change or addition in the quantities or make or quality of machinery or equipment or accessories or services relevant to the Works involving increase or decrease in the Contract Price such that the cumulative magnitude of all price increases shall remain within 15% of the total Contract Price.
- 1.20 "Warranty Period" means the period equal to 365 calendar days w.e.f. the date of final taking over of the Plant by the Employer.

2. **Time for Completion**

Total time with effect from the Commencement Date until final taking over of the Plant by the Employer shall not be later than 12 calendar months.

3. **Written Communications**

Wherever in the contract provision is made for a communication to be "written" or "in writing" this means any hand-written, type-written or printed communication, including telex, cable and facsimile transmission.

4. **Notices, Consents and Approvals**

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

5. **Engineer's Duties**

The Engineer shall carry out the duties specified in the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Engineer is required to obtain the



specific approval of the Employer before carrying out his duties in accordance with Conditions of Contract:

- (a) approval of Subcontractor,
- (b) certifying additional sums,
- (c) certifying additional costs,
- (d) certifying any cost,
- (e) approval of extension of time,
- (f) issuing a Taking-Over Certificate,
- (g) issuing a Defects Liability Certificate,
- (h) issuing a Variation Order,
- (i) fixing rates or prices,
- (j) certifying additional costs and
- (k) certifying additional costs;

Except as expressly stated in the Contract the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

**6. Engineer's Representative**

The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall only carry out such duties and exercise such authority as may be delegated to him by the Engineer.

**7. Engineer's Power to Delegate**

The Engineer may from time to time delegate to the Engineer's Representative any of the duties vested in the Engineer and may at any time revoke such delegation.

Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor and the Employer.

Any decision, instruction or approval given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. However:

- (a) any failure of the Engineer's Representative to disapprove any Plant or workmanship shall not prejudice the right of the Engineer to disapprove such Plant or workmanship and to give instructions for the rectification thereof;
- (b) if the Contractor questions any decision or instruction of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary such decision or instruction.

**8. Engineer to Act Impartially**

Wherever under the Contract the Engineer is required to exercise his discretion by:

- (a) giving his decision, opinion or consent. or



- (b) expressing his satisfaction or approval, or
- (c) determining value, or
- (d) otherwise taking action which may affect the rights and obligations of the Employer or the Contractor, he shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances.

**9. Engineer's Decisions and Instructions**

The Contractor shall proceed with the decisions and instructions given by the Engineer in accordance with these Conditions.

**10. Confirmation in Writing**

The Contractor may require the Engineer to confirm in writing any decision or instruction of the Engineer which is not in writing. The Contractor shall notify the Engineer of such requirement without undue delay. Such a decision or instruction shall not be effective until written confirmation thereof has been received by the Contractor.

**11. Disputing Engineer's Decisions and Instructions**

11.1 If the Contractor disputes or questions any decision or instruction under Clause 9 or a written confirmation under Clause 10, he shall give notice to the Engineer within 21 days after receipt thereof, giving his reasons.

11.2 The Engineer shall within a further period of 28 days by notice to the Contractor and the Employer with reasons, confirm, reverse or vary such decision or instruction.

11.3 If either party disagrees with the action taken by the Engineer, or if the Engineer fails to reply to the Contractor's notice within the stipulated 28 days, and the matter cannot be settled amicably that party shall be at liberty, subject to Sub-Clause 62.3, to refer the matter to arbitration in accordance with the Contract.

11.4 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 remaining materials and equipment for the Works and parts thereof and complete the remaining erection works and testing and commissioning 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 this 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 representatives or employees or any other person performing any of the works. However, the Contractor shall be compensated if any loss/damage is occurred due to the decision of the Engineer.

**12. Replacement of Engineer**

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The



Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars

**13. Subcontracting**

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract the Contractor shall not subcontract any part of the Works without the prior consent of the Engineer.

The Contractor shall however, not require such consent for purchases of materials or to place contracts for minor details or for any part of the Works of which the manufacturer or supplier is named in the Contract.

The Contractor shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

**Contract Documents**

**14. Ruling Language**

English shall be the Ruling Language of the Contract. All documents or attachments to be made integral part of this Contract, if in any other language, shall also be translated in English and attached with the respective document or attachment.

All written communication relating to execution of Works shall be in English.

**15. Contents of Contract Documents**

Following documents shall form integral part of Contract:

- (i) Letter of Award
- (ii) Conditions of Contract (Part A & Part B)
- (iii) Schedule of Requirement / BoQ duly priced
- (iv) Completed Schedules to Bid
- (v) Specifications and Drawings of the Plant to be supplied
- (vi) The completed Form of Bid

**16. Documents Mutually Explanatory**

The Contract documents shall be taken as mutually explanatory. Any ambiguities or discrepancies shall be resolved by the Engineer, who shall then instruct the Contractor thereon.

If the Contractor considers that compliance with such instructions will result in any cost which the Contractor could not reasonably have anticipated, he shall forthwith inform the Engineer with full supporting details. The Engineer shall then, with the approval of Employer, certify such costs as Variation Orders, but within the maximum ceiling of 15% of the total Contract Price, as may be reasonable, together with profit where appropriate, which shall be added to the Contract Price.



**17. Contractor's Drawings**

The Contractor shall submit to the Engineer for approval:

- (a) within the time given in the Contract or in the Program such drawings, samples, models or information as may be called for therein, and in the numbers therein required, and
- (b) during the progress of the Works, such drawings of the general arrangement and details of the Plant as specified in the Contract or as the Engineer may require.

The Engineer shall signify his approval or disapproval thereof. If he fails to do so within the time given in the Contract or the Program or if no time limit is specified, within 28 days of receipt, they shall be deemed to be approved.

Approved drawings, samples and models shall be signed or otherwise identified by the Engineer.

The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the Contract.

Any Contractor's Drawings which the Engineer disapproves shall be forthwith modified to meet the requirements of the Engineer and shall be re-submitted.

The Engineer shall have the right at all reasonable times to inspect, at

Contractor's premises, all Contractors' Drawings of any part of the Works.

**18. Employer's Use of Contractor's Drawings**

Contractor's Drawings may be used by the Employer for no other purpose than completing, operating, maintaining, adjusting and repairing the Plant.

**19. Contractor's Use of Employer's Drawings**

The Employer's Drawings, Specification and other information provided by the Employer or the Engineer to the Contractor shall remain the property of the Employer. They shall not, without the consent of the Employer, be used, copied or communicated to a third party by the Contractor unless necessary for the purposes of the Contract.

**20. Errors in Contractor's Drawings**

The Contractor shall be responsible for any errors or omissions in the Contractor's Drawings unless they are due to incorrect Employer's Drawings or other written information supplied by the Employer or the Engineer. Approval by the Engineer of the Contractor's Drawings shall not relieve the Contractor from any responsibility under this Clause.

The Contractor shall bear any costs he may incur as a result of delay in providing Contractor's Drawings and other information or as a result of errors or omissions therein, for which the Contractor is responsible.



The Contractor shall at his own cost carry out any alterations or remedial work necessitated by such errors or omissions for which he is responsible and modifies the Contractor's Drawings and such other information accordingly.

**21. General Obligations of Contractor**

The Contractor shall, in accordance with the Contract, with due care and diligence, design, manufacture, deliver to Site, test and commission the Plant and carry out the Works within the Time for Completion. The Contractor shall also provide all necessary Contractor's Equipment, superintendence, labor and, except as stated in the Contract, all necessary facilities therefor.

**22. Performance Security**

22.1 After the written notification of award has been placed by the Employer on Contractor, the Contractor shall furnish Performance Security to the Employer in the amount equivalent to 10% of contract price mentioned in the above notification of award within 28 days and necessarily before signing the Contract Agreement.

22.2 The proceeds of the Performance Security shall be payable for full value or part thereof to the Employer as against the Contractor's failure to the agreed terms or to perform in accordance with the contract.

22.3 The Performance Security shall be in the Pak Rupees (or equivalent amount in US Dollars or Euros) and shall be in the form of Bank Guarantee provided in Form 'B' of Bidding Documents issued by a first class + A1 rating bank located in Karachi Pakistan except United Bank Ltd. Availability with the Employer of a valid and accepted Performance Bank Guarantee in the prescribed format and amount from the date of signing contract till the date of completion of Works is necessary for clearance of the Contractor's claim(s) / dues of any nature and for contractual payments etc.

22.4 In case the Performance Security is from a foreign bank in US Dollars or Euros then it should be from a reputable bank and must necessarily be endorsed by a scheduled Pakistani bank of +A1 rating (PACRA), except United Bank Ltd.

22.5 Full or part thereof the amount of the Performance Bank Guarantee shall be forfeited by Employer if the Contractor fails to perform in accordance with the Contract. Provided an extension in the validity of Performance Bank Guarantee is required the Contractor shall arrange the same within three days before the date of expiry otherwise the Employer shall proceed to cash the guarantee sum before its expiry.

**22.6 Period of Validity**

The Performance Security shall be valid for the duration of Warranty Period and until the Contractor has executed, completed and remedied defects in the Works in accordance with the Contract. No claim shall be made against the Performance Security after the issuance of the Defects Liability Certificate in accordance with Clause 47 herein and the Performance Security shall be





returned to the Contractor within 14 days of the completion of Warranty Period and issuance of the Defects Liability Certificate.

**23. Claims under Performance Security**

Whether or not the Performance Security is stated by its terms to be payable on the demand of the Employer the Employer shall not make a claim under the Performance Security unless one of the following conditions is satisfied:

- a) the Contractor is in breach of the Contract and fails to remedy the breach within 42 days after receiving written notice from the Employer requiring him so to do. The notice shall state the intention to claim under the Performance Security, the amount claimed and the breach relied upon, or
- b) the Employer and the Contractor have agreed in writing that the amount demanded is payable to the Employer, and the amount has not been paid within 42 days thereafter, or
- c) the Employer has obtained an award in arbitration under Clause 62 and the amount awarded has not been paid within 42 days after the award, or
- d) the Contractor has gone into liquidation or is bankrupt.

In every case the Employer shall, when making the claim, send a copy to the Contractor.

**24. Site Data**

The Contractor shall be deemed to have gathered and analyzed all the site data relevant to set out the Plant for the use of purpose as described in the Bidding Documents and shall therefore be deemed to have constructed the Plant accordingly.

**25. Sufficiency of Contract Price**

The Contractor shall be deemed to have satisfied himself on and taken account of in his Tender Bid Price:

- a) all the conditions and circumstances affecting the Contract Price,
- b) all the factors affecting the carrying out of the Works as described in the Contract,
- c) the general circumstances and environment at the Site

**26. Programme of Work**

Program of Work as submitted by the Contractor as Schedule 'C' to Bid shall be reviewed by the Engineer for practical deficiencies, if any. Work item along with time-lines for submission and approval of proposed construction drawings shall also be incorporated in it by the Contractor. Once the Programme is approved by the Engineer the same shall be strictly adhered to.

The approval by the Engineer of the Programme shall not relieve the Contractor or the Employer from any obligation under the Contract.



No material alteration to the Programme shall be made without the approval of the Engineer.

**27. Revision of Programme**

If the progress of the Works does not conform to the Programme, the Engineer may instruct the Contractor to revise the Programme.

If such modifications are required for reasons for which the Contractor is not responsible, the cost of preparing the revised Programme shall be certified by the Engineer and added to the Contract Price subject to the limitation of amount of Variation Orders.

**28. Monthly Progress Report**

During the period of the Contract, the Contractor shall submit six sets of report to the Engineer not later than the 8th day of each month, including:

- (i) a construction schedule indicating the progress achieved during the preceding month;
- (ii) description of all work carried out since the last report;
- (iii) description of the work planned for the next forty-two days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- (iv) summary of daily job record for the preceding month; and
- (v) colour photographs to illustrate progress.

**29. Contractor's Representative**

The Contractor shall employ one or more competent representatives to superintend the carrying out of the Works at the ship building yard as well as conducting the tests and trials of the machinery and equipment at the respective manufacturers' premises and for conducting tests and trials of the completed Plant. They shall be fluent in English Language for day to day communications. Their names and professional particulars shall be communicated in writing to the Engineer before commencement of Works and / or tests and trials.

Any instruction or notice which the Engineer gives to the Contractor's representative shall be deemed to have been given to the Contractor.

**30. Objection to Contractor's Employees**

The Contractor shall, upon the Engineer's written instruction, remove from the Works any person employed by him in the execution of the Works, who misconducts himself or is incompetent or negligent.

**31. Contractor's Equipment**

The Contractor shall provide all the Equipment and material and labor necessary to complete the Works.

All Contractor's equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any such equipment, except when it is no longer required for the completion of the Works, or when the Engineer has given his consent.



**32. Safety Precautions**

The Contractor shall observe all applicable regulations regarding safety on the works premises as well as at the Site up to the time of final taking over of the Plant by the Employer.

Unless otherwise agreed, the Contractor shall, from the commencement of work at the Contractor's premises and the Employers' Site until taking over, provide:

- a) lighting, guarding and watching of the Works, and
- b) temporary footways, guards and fences which may be necessary for the safety and protection of under-construction Plant, the workmen, Employer's personnel, Engineer & his personnel and others.

**33. Electricity Water and Gas**

Once the Plant has arrived at Employer's Site, the Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site. The Contractor shall pay the Employer the prescribed charges for such use. The Contractor shall at his own cost provide any apparatus necessary for such use. If the Employer does not provide these utilities for whatever reasons, then the Contractor shall make alternate / substitute arrangements at his own cost.

**34. Patent Rights**

The Contractor shall indemnify the Employer against all claims of infringement of any patent, registered design, copyright, trade mark or trade name or other intellectual property right provided that all of following conditions are satisfied:

- a) The claim or proceedings arise out of the design, construction, manufacture or use of Works or any Plant supplied by the Contractor.
- b) The right was protected at the date of the Contract in the Contractor's country or the country in which the Plant is to be manufactured.
- c) The infringement or allegation of infringement was not caused by any use of the Works otherwise than for purpose indicated by or reasonably to be inferred from the Contract.
- d) The infringement of or allegation of infringement was not caused by the Contractor following the design or instructions of the Employer or the Engineer.

**35. Claims in respect of Patent Right**

The Contractor shall be promptly notified of any claim under this Clause made against the Employer. The Contractor may at his own cost conduct negotiations for the settlement of such claim, and any litigation that may arise therefrom.

The Employer shall not make any admission which might be prejudicial to the Contractor unless the Contractor has failed to take over the conduct of the negotiations or litigation within a reasonable time after having been so requested.



The Contractor may not, however, conduct such negotiations or litigation before he has given the Employer such reasonable security as the Employer may require. The security shall be for an amount which is an assessment of the compensation, damages, expenses and costs for which the Employer may become liable and which are the subject of the indemnity under Clause 34.

The Employer shall, at the request of the Contractor, provide all available assistance for the purpose of contesting any such claim or action, and shall be repaid all reasonable costs incurred in so doing.

**36. Access to the Site**

The Employer shall facilitate the Contractor in moving the completed Plant, as well as duly authorized and nominated personnel of the Contractor, to and within the premises defined as Site for the purpose of delivery, test & trials, repair and maintenance and generally for activities commensurate with the Works.

**37. Engagement of Labor**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all labor and for their payment, lodging, boarding, medical and transport.

**Workmanship and Materials**

**38. Manner of Execution**

All Plant to be supplied shall be manufactured and all work to be done shall be executed in the manner set out in the Contract.

Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognized good practice.

**39. Inspection and Testing During Manufacture**

The Engineer shall be entitled during construction to inspect, examine and test the materials and workmanship and check the progress of manufacture of all Plant to be supplied under the Contract. This shall take place on the Contractor's premises during working hours. If the Plant or any major sections / components are being manufactured on other respective premises, the Contractor shall obtain permission for the Engineer to carry out such inspection, examination and testing on those premises. No such inspection, examination or testing shall release the Contractor from any obligation under the Contract.

**40. Dates for Inspection and Testing**

The Contractor shall agree with the Engineer in advance about the time and place for the testing of the Plant or its sections, machinery, equipment, etc. as provided in the Contract. The Engineer shall give the Contractor 24 hours' notice of his intention to attend the tests.

If the Engineer does not attend on the date agreed, the Contractor may, unless the Engineer instructs the Contractor not to do so, proceed with the tests, which shall be deemed to have been made in the Engineer's presence.



The Contractor shall forthwith forward to the Engineer duly certified copies of the test results. If the Engineer has not attended the test, he shall accept the validity of the test readings.

**41. Order to Suspend**

The Engineer may at any time instruct the Contractor to:

- a) suspend progress of the Works, or
- b) suspend delivery of Plant or Contractor's Equipment which is ready for delivery to the Site at the time for delivery specified in the Programme, or if no time is specified, at the time appropriate for it to be delivered, or
- c) suspend the testing or operation of Plant which has been delivered to the Site,

When the Contractor is prevented from delivering or testing or operation of Plant in accordance with the Programme the Engineer shall be deemed to have instructed a suspension except when such prevention is caused by the Contractor's default.

The Contractor shall during suspension protect and secure the Works or Plant affected at the Contractor's works or elsewhere or at the Site, as the case may be, against any deterioration, loss or damage.

**42. Rate of Progress**

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized holidays, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Employer in additional supervision costs, such costs 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 moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer

**43. Delay in Completion**

43.1 Making available Plant to the Employer and performance of Services shall be made by the Contractor in accordance with Conditions of Contract and Schedule of Requirements.

43.2 Time is one of the essences of the Contract. The Plant shall be available for operation in Karachi Port earliest possible. After the date of release of First Payment by Employer the time for putting of the Plant into operation at Karachi Port shall not exceed the Completion Time.



- 43.3 An unexcused delay by the Contractor in the performance of availability of Plant shall render the Contractor liable to any or all of the following, sanctions: forfeiture of its performance security, imposition of liquidated damages, holding up of due payment and/or termination of the Contract for default.
- 43.4 If any time during performance of the Contract, the Contractor or its Sub Contractor(s) should encounter conditions impeding timely provisioning of Plant and performance of Services, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration, its cause(s) and methodology for removal of cause(s), as soon as practicable. After receipt of the Contractor's notice, the Employer shall evaluate the situation and may extend the Contractor's time for performance or otherwise.
- 43.5 In case of Force Majeure, the Contractor is entitled to an extension of time limit for availability of Plant at Karachi Port as applicable only after the Contractor's request has been supported by the Engineer and accepted by the Employer.

44. **Liquidated Damages**

If the Contractor fails to deliver the Works, or any part thereof, within the time-lines given in the Schedule 'C' to Bid or fails to complete the whole of the Work, or, if applicable, any Section within the relevant time prescribed in the Schedule 'C' to Bid, then the Contractor shall pay to the Employer the relevant sum stated herein below as liquidated damages for such default (which sum shall be the only moneys due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant time for Delivery or Time for Completion and the actual date of delivery at site or the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, as the case may be, subject to the applicable limit stated herein below.

The Employer may deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations & liabilities under the Contract.

Failure to meet the Time for Completion entitles the Employer to reduction in Contract Price as follows:

Percentage per day: 0.10 percent of the Contract Price for each calendar day up to a maximum of 10% of the Contract Price.

**Defects after Taking Over**

45. **Defects Liability Period / Warranty Period**

Such a period covers one calendar year commencing with effect from final taking over of Works by the Employer, during which the Contractor is responsible for making good defects and damage in accordance with the Contract.



**46. Making Good the Defects / Deficiencies**

The Contractor shall, subject to Sub-Clause 22.6, be responsible of making good any defect in or damage to any part of the Works which may appear or occur during the Warranty Period and which arises from, either:

- a) any defective materials, workmanship or design, or
- b) any act or omission of the Contractor during the Defects Liability Period.
- c) any deficiency or discrepancy noticed in the provisioning of Incidental Services or other contractual obligations

The Contractor shall make good the defects or damage or deficiency as soon as practicable and at his own cost.

**47. Notice of Defects & Defects Liability Certificate**

If any such defect appears or damage occurs, the Employer or the Engineer shall forthwith notify the Contractor thereof.

Once all the notified defects in the Plant or deficiencies in the Works during the Warranty Period have been satisfactorily rectified as adjudged by the Employer then a Defects Liability Certificate shall be issued by the Employer to that effect.

**48. Supervision and Inspection**

48.1 The complete Plant including its machinery, equipment, all installations and outfit shall be built under the inspection of Employer's nominated Engineer(s) and under the surveyor of reputable Classification Society to be engaged by the Contractor as approved by the Employer. The steel hull, steel superstructure, the machinery installations and the electrical installations, shall also be under the inspection of Class.

48.2 The Engineer shall have full authority to inspect the work at any stage, and to satisfy himself by all means, including testing of materials, trials at machinery manufacturer's test-beds, x-raying and ultrasonic-testing of welds and similar tests, as he may deem fit, that the machinery, materials and workmanship employed are of highest standards and according to the requirement of the specification.

48.3 The Engineer is entitled to reject or refuse materials, machinery or its components, equipment and outfit where they are considered not to comply with the standard of good workmanship. The Contractor / Shipyard shall repair or replace at his own cost the rejected parts, work, materials, etc. to the satisfaction of the Engineer.

48.4 The Engineer/Employer's representative shall at any time have free access to the Plant, to the Shipyard and its workshops and of his Sub-Contractors. The Shipyard / Contractor and Sub-Contractors shall give full co-operation in order to enable the Engineer to carry out the intended inspections efficiently. In addition, the Shipyard / Contractor shall include in the Contract Price all the costs related with inspection-visits of representative of the





Engineer/Employer, viz-a-viz to the factories: 2 man-trips to Model Test, 2 man-trips to main engines bed test, 2 man-trips to auxiliary engines bed test and 10 man-trips to the builder's Yard.

- 48.5 The Shipyard / Contractor shall put at the disposal of the Engineer office room with 4 chairs, 2 writing desks, a personal computer, laptops with printer, telephone, internet, photostat machine, light, heating/air-conditioning, refrigerator, lockers for drawings and clothes, toilet facilities, etc. The Shipyard / Contractor shall also provide transport to the Engineer. These facilities/equipment shall remain in use of Engineer's / Employer's personnel till expiry of one year warranty period after which the same shall be returned to the Shipyard / Contractor.
- 48.6 Approval by the Engineer of all the drawings shall in no way exonerate the Shipyard / Contractor from his responsibility for the possible consequences caused by errors in the approved drawings.

#### 49. Tests & Trials

- 49.1 All the specified tests and trials, including the repeated tests and trials, shall be carried out and checked by the Contractor with full responsibility in the presence of Employer's Representatives / Engineer. The Contractor shall bear all costs including costs for the crew, fuel oil, lubricating oil, etc. during the trials.
- 49.2 The Contractor shall submit to the Engineer and the Classification Society for approval a complete program and time schedule of all the specified tests and trials, along with the test-procedures, the test-methods and the test-protocol forms, at least four weeks before the commencement of the proposed test & trials so as to enable witnessing of such tests by the Engineer and representatives of the Employer.
- 49.3 All tests and trials shall be conducted to establish the vessel's compatibility to accomplish the assigned tasks effectively to the entire satisfaction of the Engineer's / Class Surveyors. The tests shall include speed, endurance and maneuverability trials, which are common for any vessel of this type.
- 49.4 All machinery, equipment, articles, materials, etc. where individually required, shall be tested. After completion of the tests or workshop trials, if required, the Engineer and/or the Class may ask the removal of some parts for inspection and subsequent refitting which shall be complied with.
- 49.5 Model Test of the prototype Plant shall be carried out at renowned Model Test Station to verify the performance parameters of Plant according to requirements of the design to meet the Employer's requirements as laid down in Technical Specifications. Contractor to inform Employer at least 30 days in advance about the date and place of the test so that Engineer can witness the test and check data and calculations.
- 49.6 For those materials for which no Classification Certificate is required, the Engineer shall have the power to require tensile, bend and/or other mechanical





tests and chemical analysis for plates, sections, castings, forging as the case any be, in such number as may be considered to represent fairly the lot of articles and materials to be used in construction of Plant.

- 49.7 During construction of hull each panel, space and compartment shall be presented for inspection of Engineer and Class surveyor to verify that all work is done according to drawings and best shipbuilding practice.
- 49.8 Welds will be tested by taking x-ray photographs and, if considered necessary by the Engineer and/or by the Class, will be judged by taking other tests, e.g magnetic particles, ultrasonic examination, or dye penetration tests etc.
- 49.9 On completion of construction of the Plant, and before application of paints, all fuel oil tanks, fresh water tank, etc. shall be hydrostatically tested with fresh water and inspected according to Classification Society's requirements.
- 49.10 Prior to testing, all tanks shall be thoroughly cleaned and washed, and all slag, grit and debris shall be removed. Before painting of tanks, approval of such tests and cleaning shall be obtained from the Engineer.
- 49.11 Well before the Endurance & Sea Trial trips are carried out, the complete machinery installations, the auxiliaries, the piping systems, the electric installation, including parallel operation of generators, the deck machinery the ventilation systems, the nautical instruments and all other equipment / instruments shall be tested by the Yard. These Yard tests shall be of adequate duration to ascertain good working and durability of machinery /equipment under test and to prove satisfactory working of the complete installation or system as a whole, to the entire satisfaction of the Engineer or the Class where so required. If under the tests and trials any part of the system or machinery, equipment etc. fails to fulfill adequately the specified requirements, the faulty part shall be altered, renewed or replaced and the test repeated at the Contractor's expense till such time that the Engineer and / or Class is satisfied. Complete protocol of these tests shall be prepared and signed by Contractor, Class and Engineer. Six copies of test protocols shall be supplied with the delivery documents.
- 49.12 The main test and trials shall comprise basically of the following:
- a) Inclining test of the Plant fully equipped and completed. Final calculations of stability for which this test forms the base, shall be submitted to the Classification Society for approval immediately after carrying out the inclining test. The test shall be conducted in presence of Classification Society Surveyor. Approved copy of Stability Book shall be made available to the Engineer within two weeks of such test. Six copies of approved / stamped Stability Books to be handed over with other documents prior to delivery of Plant.
  - b) Dock moored trials with propulsion installation. These trials are to be maintained during at least 8 hours at a stretch.
  - c) Torsional vibration measurements on the shaft lines of the propulsion installation, including absorbed power shall be carried out during speed trials.



- d) Anchor trials during Sea Acceptance trials shall be carried out.
  - e) Speed trials on a measured mile to be carried out.
  - f) Brake tests to determine the time and distance necessary to stop & reverse the Plant, when sailing at full speed ahead.
  - g) Turning circle trials, both PS and SB. Turning circles to be measured and time to be recorded.
  - h) Endurance test for at least six hours, sailing full speed ahead with full output of the engines. Fuel consumption to be measured during these trails.
  - i) Buoy hoisting trials to be conducted by lifting the sample buoys complete with anchors and chains of such weights and dimensions as prescribed by the Engineer so as to confirm the capacity of the crane and robustness of allied machinery and installation.
  - j) Workshop tests: All machinery, equipment, articles, materials etc. shall be tested in the manufacturer's workshops and test-beds before dispatch to the Shipyard to ensure proper functioning and operation. Engineer / Employer shall be given sufficient advance information of important workshop tests such as main engines, auxiliary engines, switch board etc. so that they may attend these tests if they so desire. Complete set of these tests records to be submitted to the Engineer for approval and three sets of approved record to be supplied with the Plant.
  - k) Quay Trials: The Contractor shall carry out the quay trials of the complete machinery installations, the auxiliaries, the piping systems, the electric installation, including running of the generator sets on load, the deck machinery including hoisting crane, the mechanical ventilation system, the controls and all other instruments etc. to ascertain its good working and its durability separately as well as in possible conjunction with other installations, to the entire satisfaction of the Engineer and where applicable of the Classification Society.
  - l) Preliminary Acceptance Trials: The Plant shall be subject to "Preliminary Acceptance Trials (PAT)" which shall be to the satisfaction of the Engineer and the Classification Society and shall comprise of all the tests which are necessary to verify, check and confirm the performance requirements of the Plant and its installed machinery, equipment and material, as determined and specified by the Engineer. The PAT shall include continuous endurance trials of the Plant, without any mishap, mal-operation or defects. In case of Plant to be constructed outside Pakistan, PAT shall be carried out prior to their Transportation to the Site.
- 49.13 After successful completion and acceptance of the PAT by the Employer / Engineer, a Preliminary Acceptance Certificate for Plant shall be issued to the Contractor by the Employer, based on the recommendations of the Engineer.
- 49.14 All instruments required for the tests, such as torsion meters, tachometers and ammeter duly calibrated, shall be provided by the Contractor. Results are to be measure and recorded. Extrapolation or Estimates will not be acceptable.



- 49.15 All gear / equipment required for conducting trials shall be available on board and confirmation to this effect is to be given by the Contractor prior to commencement of the vessel's trials.
- 49.16 The Engineer shall have the right to decide whether the proposed test sites and water depths are suitable to carry out these trials.
- 49.17 Tests and trials which are considered unsatisfactory are to be repeated at the Contractor's expense until they are successfully carried out to the satisfaction of the Engineer.
- 49.18 All the recorded protocols of workshop tests, quay, sea and other trials shall be in well tabulated form and on approved format, signed / countersigned by representatives of the Contractor, Engineer and the Employer respectively, filed in durable bindings and supplied in six-fold before delivery of the Plant to the Employer.
- 49.19 After all the trials have been carried out satisfactorily and test results documents submitted, the Plant shall be neatly finished, dried, cleaned, oiled, etc. All paint and varnish is to be brought in a fairly good condition. All defects and failing found shall be repaired and all spare parts and inventories shall be put on board so that the Plant is ready for transport / moving and confirmatory trials for final delivery to the Employer at Site.
- 49.20 **Confirmatory Trials and Final Acceptance**  
After arrival at Employer's Site, Confirmatory Trials shall be carried out during normal working hours for a period of continuous two days prior to final acceptance. Furthermore, these trials shall additionally include the running tests of all machinery and equipment as may be considered necessary by the Engineer. For Plant constructed outside Pakistan these Confirmatory Trials shall also demonstrate that the Plant and its components have not been ill-affected during the delivery voyage to Karachi. The schedule and details of the Confirmatory Trials shall be mutually agreed with the Engineer.
- 49.21 The Contractor shall bear all costs whatsoever, including costs for the crew, fuel oil, lubricating oil etc. necessary for the Confirmatory Trials.
- 49.22 After successful completion and acceptance of the Confirmatory Trials by the Engineer / Employer, and on final completion of all the technical and contractual requirements, a Final Acceptance Certificate for Plant shall be issued to the Contractor by the Employer, based on recommendations of the Engineer.

**Drawings, Calculations, Spare Parts Lists, Manuals, Photos, Patterns and Templates, Model.**

**50. Prior Approval of Drawings and Calculations**

Before starting the construction, the drawings and calculations, descriptions and brochures and other details shall be sent to the Engineer for approval as specified in the contract.



**51. Drawings and Calculations**

The following drawings with details / cross sections and detailed calculations shall be sent to the Engineer for approval.

- (i) Arrangement Plan, showing the total arrangement of the Plant, completely and clearly. This drawing shall be kept up-to-date during the whole construction period.
- (ii) Midship section with specified cross sections and the construction of the frames and webs.
- (iii) General construction plan of hull and construction of the oil tight and watertight bulkheads and tanks.
- (iv) Construction of the main deck
- (v) Shell expansion
- (vi) Construction of ship ends with stern, stern and skag.
- (vii) Construction of the deckhouse, casings, funnels and masts.
- (viii) Construction of the foundations of the main engines and auxiliaries in the engine room.
- (ix) Construction of hawse pipe and chain locker.
- (x) Construction of the foundation of main hoisting deck crane
- (xi) Construction of foundations for windlass and deck auxiliaries.
- (xii) Layout and construction of deck, machinery and equipment.
- (xiii) Construction of hatches, trunks, skylights, etc.
- (xiv) Construction of bulwark, railings, stairs, ladders etc.
- (xv) General Arrangement Plan of the engine room.
- (xvi) Construction of engine girders.
- (xvii) Layout of engine room floors and gratings.
- (xviii) Diagrams of all pipeline systems, etc.
- (xix) Arrangement of hoisting gear in engine room.
- (xx) Plans with details of the paneling, linings, ceilings, floor covering and arrangement of the accommodation, stores, etc.
- (xxi) Plans with details of natural ventilation.
- (xxii) Plans with details of the mechanical ventilation.
- (xxiii) Body plan with appendices.
- (xxiv) Hydrostatic and cross curve diagrams and calculations.
- (xxv) Curves of tank capacities with centers of gravity.
- (xxvi) Weight and strength calculations.
- (xxvii) Trim and stability calculations
- (xxviii) Tank testing plan
- (xxix) Docking plan



- (xxx) Safety and firefighting plan
- (xxxi) Electrical single line diagrams, general layout, main switch board diagram, distribution diagrams, wiring connecting diagrams, construction and installation drawings etc.
- (xxxii) All other detailed drawings, diagrams, calculations, etc. which shall be considered necessary by the Engineer.

**52. No Exoneration of Contractor's Responsibility**

Approval by the Engineer of any or all the drawings shall in no way exonerate the Shipyard / Contractor from his responsibility for the possible consequences caused by errors in the approved drawings.

**53. Drawings to be fitted on board**

The following drawings, in light proof and plasticized execution, shall be framed and fitted on board in consultation with the Engineer.

- a) General Arrangement plan
- b) Engine room arrangement
- c) Bilge scheme
- d) Safety and firefighting plan
- e) Electrical key diagram (Single Line General Arrangement)

Number and places of fitting shall be settled in consultation and agreement with the Engineer / Employer.

**54. As-built drawings and Diagrams**

One week prior to issue of the Preliminary Acceptance Certificate of the Plant, six sets of as built drawings shall be supplied. In addition, one CD set of as-built drawings shall be supplied. These as-built drawings shall comprise the design drawings, the principal construction drawings of hull and equipment, including drives, windlass, stability calculations, tank capacity curves, docking plan, engine room arrangement plan, the principal arrangement drawings of the diesel-engine, propulsion equipment, generators, pipelines auxiliaries, switchboards, electric circuits, circuit diagrams of electronic assemblies / sub-assemblies, hydraulic circuit diagram showing all pumps, valves, hydraulic fluid lines, cylinders, measuring gauges, etc. These drawings shall be numbered and shall be put on a list. This list, together with the drawings, shall be supplied to the Engineer / Employer.

**55. Manufacturer's instruction, maintenance and spare parts manuals.**

- 55.1 The Ship Builder shall obtain six (6) folds of all Maker's detailed instruction, operation and maintenance manuals, including spare parts catalogues for each item of machinery / equipment which will be procured for the Plant.
- 55.2 Original equipment manufacturers brochures for hydraulic power plant, pressure vessel, all valves (directional or otherwise), cylinders and all other relevant equipment installed on the Plant describing the operation of each and also showing complete sectional views. Also, the Operation Manual and Troubleshooting Guide of the hydraulic system.



- 55.3 The above-mentioned documents, which shall be required for the preparation of “Plant Operation Manual” and “Planned Maintenance Manual”, shall also form an integrated part of these Manuals.
- 55.4 The Contractor shall prepare and deliver along with drawings of the Plant, six (6) original copies of “Plant Operation Manuals” and “Planned Maintenance Manuals” for the Plant, for all technical installations.
- 55.5 The set-up of both Manuals shall be according to an industrial documentation system and, additionally, affiliating the entire requirement as specified particularly by the Classification Society, and the Engineer.
- 55.6 For PLC / ELC and other electronic equipment for control and monitoring of main propulsion system or auxiliary engines or hydraulic systems, if any, the software for health / status check and troubleshooting should be provided on compact disks duly secured with passwords for access, viewing and use. Such password shall be provided to Employer / Engineer.
- 55.7 **Plan Operation Manual**  
In the “Plant Operation Manual”, the industrial documentation system has to provide an easy and better understanding of the Plant, its operation and its supporting documentation, in order to serve as an aid to:
- a) fast and accurate trouble shooting
  - b) fast breaking-in of new personnel
  - c) Implementation of essential and preventive maintenance
- The “Plant Operation Manual” shall first be submitted in draft for approval by the Engineer and finally, shall be supplied in completely plasticized execution.
- 55.8 **Planned Maintenance Manual**  
The purpose of the “Planned Maintenance Manual” is to serve as a guide to maintain the Plant in optimum condition.
- The Planned Maintenance Manual shall first be submitted for approval to the Engineer and, finally, shall be supplied in completely plasticized execution.
- 55.9 **Job Information Cards (JICs).**  
Along with the “Plant Operation Manual” and “Planned Maintenance Manual”, a separate set of Job Information Cards shall be prepared, indicating and describing all the daily routine maintenance jobs, e.g. usual inspections, greasing, etc. The JICs shall have all required information i.e. procedure to conduct a particular maintenance / routine, tools and spares required.

56. **Patterns and templates**

On the instructions of the Engineer, all specially made patterns and templates used for the construction and / or manufacture of the non-standard machinery or its components shall be delivered, packed and stowed on board of the Plant, as per the directives of the Engineer, prior to their shipment to Karachi.





**57. Model, photographs and brass plaques**

- 57.1 For placing in the board-room of the Employer's Head Office, one piece of accurately made detailed, high quality model of the Plant, scale 1:50, shall be delivered. The model shall be placed on a teak wooden base under a transparent (glass or superior quality plastic) cover.
- 57.2 Photographs of the Plant during construction and trials shall be supplied as required by the Engineer. These shall be in A4 size, max. 20 nos. in two copies, set in albums.
- 57.3 Six Brass Plaques each 200 x 250 mm mounted on wooden base made to the approval of Employer with Employer's name, insignia, vessels name and sketch, year of built, its particulars, names of Employer's concerned officials, Engineers etc. shall be supplied with the Plant. A large Plaque (600 x 750mm) with same information shall be fixed at prominent place near wheelhouse.

**58. Inventory**

The Plant shall be equipped with standard general set of tools and special tools / Jigs fixture for all level of maintenance (mechanical / electrical / deck) and stores.

**59. Payments and Obligations**

- 59.1 Payments shall be made promptly by the Employer within the period of forty-two (42) days in case of payments in foreign currency and thirty (30) days in case of payments in local currency, after submission of an orderly / acceptable invoice/claim by the Contractor.
- 59.2 The currency or currencies in which payment is made to the Contractor under this Contract shall be as mentioned below:
- a) For the Plant and services which the bidder will supply from within Pakistan, the payments shall be made in Pak. Rupees.
  - b) For the Plant and services which the bidder will supply from outside Pakistan, the payments shall be made either in U.S. Dollars or in any other freely convertible currency.
  - c) Furthermore, if so quoted by the successful bidder of foreign manufactured Plant and agreed to by the Employer, a portion of the total payments, to be clearly stated in the Contract, shall be made in local currency at conversion rate of buying of the named foreign currency as declared by the State Bank of Pakistan on the date of submission of bid.
- 59.3 Bank Guarantee for Advance Payment shall be as per the Form 'D' in the Bidding Documents. In case of Plant offered to be constructed outside Pakistan, the Bank Guarantee may be in terms of US Dollars or Euros, equivalent to amount of Advance Payment, issued by a reputable foreign bank



and duly endorsed by Karachi based corporate branch of a scheduled local bank (other than United Bank of Pakistan) of +A1 rating.

- 59.4 Retention of Payment: If at any time any payment would fall due for Works or part of Works and, if there shall be any defect in part of such Works in respect of which such payment is proposed, the Employer may retain the whole or any part of such payment. Any sum retained by the Employer pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed.
- 59.5 Deduction shall be made from the net amounts payable to the Contractor of any sum(s) in accordance with the prevalent Federal and/or Provincial laws, provided that no such deduction shall be made from those payments in respect of which the Contractor has obtained exemption under the Law.
- 59.6 If the Works or any part thereof are not being carried out to the Engineer's satisfaction and in order to protect the Employer from loss on account of:
- a) defective work not rectified
  - b) guarantees not met
  - c) claims filed against the Contractor
  - d) failure of the Contractor to make payments due for Plant procured or labour employed by him.
  - e) damage to any other contractor employed by the Employer.
  - f) Contractor's non-compliance with the Contract
  - g) any Government dues recoverable from the Contractor if notified by the Government

The Engineer may notify withholding of such payments or part thereof as may, in his opinion, be related to the aforesaid reasons/grounds. When the reasons/grounds for withholding the payment are removed by the Contractor, the Engineer shall upon being satisfied to that effect issue Certificate of Payment in respect of withheld amounts.

- 59.7 Interim and Final Certificates of Payment
- (i) Within 07 days after receiving an application for payment which the Contractor was entitled to receive, the Engineer shall issue a Certificate of Payment to the Employer showing the amount due, with a copy to the Contractor.
  - (ii) A certificate of payment, other than the Final Certificate of Payment, shall not be withheld on account of:
    - (a) defects of a minor character which are not such as to affect the use of the Plant, or





- (b) any part of the payment applied for being disputed. In such case a certificate of payment for the undisputed amount shall be issued.
  - (iii) **Corrections to Certificates of Payment**  
The Engineer may in any certificate of payment make any correction or modification that should properly be made in respect of any previous certificate.
  - (iv) **Application for Final Certificate of Payment**  
The application for the Final Certificate of Payment after repeat tests have been satisfactorily completed in Karachi shall be accompanied by a final account prepared by the Contractor. The final account shall give full details of the value of the Plant supplied and work done under the Contract together with:
    - (a) such additions to or deductions from the Contract Price as have been agreed, and
    - (b) all claims for additional payment to which the Contractor may consider himself entitled.
  - (v) **Final Certificate of Payment Conclusive**  

A Final Certificate of Payment and the payment of amounts stated therein to the Contractor shall be conclusive evidence of the value of the Works, that the Works are in accordance with the Contract and that the Contractor has performed all his obligations under the Contract.
  - (vi) **A Final Certificate of Payment or payments of amounts thereof shall not be conclusive:**
    - a) to the extent that fraud or dishonesty relates to or affects any matter dealt with in the certificate, or
    - b) if any arbitration or court proceedings under the Contract have commenced by either party before the expiry of 84 days after the issue of the Final Certificate of Payment.
- 59.8 Payment of the Contract Price shall be made by the Employer in foreign or local currency, as the case maybe, to the Contractor through Letter of Credit (LC) / Bankers Cheque as per the following schedule / milestones:



**In case of Plant constructed outside Pakistan (Through Letter of Credit):**

1 <sup>st</sup> Payment	15% of the contract price	As advance payment, against a Bank Guarantee in Pak Rupees or equivalent amount in US Dollar (\$) or Euros as per Form 'D'. The Bank Guarantee to be issued by a reputable Bank of rating +A1 except United Bank Ltd., approved by State Bank of Pakistan and operating in Karachi.
2 <sup>nd</sup> Payment	60% of the contract price	After the quay side functional tests for idle running and full load running of all the equipment for harbor and sea acceptance tests has been carried out at the Shipbuilding yard of the completed Plant and the Engineer has certified the conductance of above tests and results to confirm to the specifications and the transportation of the Plant has commenced for Karachi, against the shipping document / bill of lading in the name of Karachi Port Trust.
3 <sup>rd</sup> Payment	15% of the contract price	After the Plant including all contracted items has safely arrived in the Port of Karachi and Shipping Documents have been retired duly endorsed by the issuing bank in Karachi.
4 <sup>th</sup> Payment	10% of the contract price	After repeat tests of the Plant have been completed in Karachi, compliance to all the clauses of contract for supply have been satisfactorily made or undertaking given by Contractor and accepted by the Employer for left over provision etc. and pursuant to the commencement of warranty period.

**In case of Plant constructed within Pakistan (Through Banker Cheque):**

1 <sup>st</sup> Payment	15% of the contract price	As advance payment, against a Bank Guarantee in Pak Rupees as per Form 'D'. The Bank Guarantee to be issued by a reputable Bank of rating +A1 except United Bank Ltd., approved by State Bank of Pakistan and operating in Karachi.
2 <sup>nd</sup> Payment	60% of the contract price	After the quay side functional tests for idle running and full load running of all the equipment for harbor and sea acceptance tests have been carried out at the Shipbuilding yard of the completed Plant and the Engineer has certified the conductance of above tests and results to confirm to the specifications.
3 <sup>rd</sup> Payment	15% of the contract price	After the Plant including all contracted items have safely arrived at the Employer's Site.
4 <sup>th</sup> Payment	10% of the contract price	After repeat tests of the Plant have been completed at and within the Site, compliance to all the clauses of contract for supply have been satisfactorily made or undertaking given by Contractor and accepted by the Employer for left over provision etc. and pursuant to the commencement of warranty period.



## **60 Integrity Pact**

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-H to his Bid, 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, agents 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, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 68.4 and the payment under Sub-Clause 68.5 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

## **61 Port Charges and Port Congestion**

The Contractor shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices of the Schedule of Requirements (BOQ).

## **62 Disputes & Arbitration**

- 62.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the Employer. Such reference shall state that it is made pursuant to this Clause. No later than the fifty sixth (56) day after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.
- 62.2 Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.
- 62.3 In any case where the Conditions of Contract provide that the decision of the Engineer is to be final and conclusive, such decision shall not be referable to arbitration under this Clause nor shall the same be questioned in any other form of proceedings whatsoever.



- 62.4 If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the fifty sixth (56) day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the twenty eighth (28) day after the day on which the said period of fifty six (56) days expired, as the case may be, give notice to the other party to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 62.10, no arbitration in respect thereof may be commenced unless such notice is given.
- 62.5 If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notification of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the twenty eighth (28) day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Contractor.
- 62.6 Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 62.4, arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably through mutual negotiation within ninety (90) days from the date of notification of Engineer's decision.
- 62.7 Any dispute in respect of which:
- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 62.5 and
  - (b) amicable settlement has not been started/reached within the period stated in Sub-Clause 62.6
- Shall be finally settled, unless otherwise specified in the Contract, under the Pakistan Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended, by one or more arbitrators appointed under such Rules.
- 62.8 The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer for the purpose of obtaining said decision pursuant to Sub-Clause 62.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.
- 62.9 The venue of arbitration proceedings shall be Karachi Pakistan.
- 62.10 Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 62.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any



other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 62.7. The provisions of Sub-Clauses 62.1 to 62.5 shall not apply to any such reference.

### **63 Insurance of Works**

- 63.1 Consolidated insurance for contracted Plant and accessories against all risks including trials and transport to Karachi, for an amount equal to the Contract Price plus ten percent (10%), and further for any loss or damage occasioned by the Contractor in the course of any operation carried out by him for the purposes of complying with his obligations under various Clauses of the Contract shall be taken out by the Contractor. The insurance is mandatory and shall be in the name of the Employer and shall be effective from the date of release of advance payment to the Contractor till the Plant is handed over to the Employer in satisfactory running condition with all accessories, spare parts, drawings/documents, valid certificates etc. All premiums shall be for the Contractor's account.
- 63.2 The insurance of the contracted Plant shall be from a reputable insurance company in the format acceptable to Employer for the full cover and in an amount equal to 110% of the Contract value of the Works valid throughout the Contract period on "All Risks" (except war risk) basis and Employer shall all the time be entitled / beneficiary to an extent 10% more than its investment and for direct refunding of Insurance claim/s, if any.
- 63.3 The Contractor shall be obliged to produce to the Engineer and the Employer, the policies of insurance and the receipt for payment of the insurance premiums. The policies for insurance shall neither be altered nor terminated without the consent of the Employer.
- 63.4 If the Contractor fails to effect and keep in force the insurances referred to above, which he may be required to effect under the terms of the Contract, then and in any such case, the Employer may effect and keep in force the insurance and pay such premium as may be necessary for the purpose, and from time to time shall deduct the amounts, along with 20% mark-up, from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

### **64 Handing over of the Plant and Documents at the end of Contract**

- 64.1 Handing over of the Plant shall be made by the Contractor in accordance with the terms specified by the Employer in its Schedule of Requirements and the Contract with valid certificates, documents, drawings, manuals etc. pursuant to these "Conditions of Contract", in numbers or sets as may be specified by the Employer (but not more than six) shall be supplied by the Contractor.
- 64.2 For purposes of the Contract, "FOB," "C&F", "CIF" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms published by the International Chamber of Commerce, Paris, and commonly referred to as INCOTERMS.



## 65 Transportation

- 65.1 The Contractor is required to make available the Plant for operation at Karachi Port therefore, in the case of Plant having been manufactured outside Pakistan, arrangements for safe transportation of Plant and accessories to Port of Karachi onboard a carrier vessel shall be made by the Contractor. Accordingly, he shall arrange all clearances and compliance of Rules including fee and other charges etc. for safe transportation. All cost thereof shall be included in the Contract Price (with separate mention of freight and Insurance cost).
- 65.2 The Contractor shall arrange as first choice in case of ocean transportation via national flag carriers of Pakistan. The Contractor may arrange for such transportation on alternative carriers if the Pakistani flag carriers are not available to transport the Plant within the time period specified in the Contract and necessary 'no objection' from Pakistani flag carriers / company has been obtained by the Contractor, if so required.

## 66 Incidental Services

- 66.1 The Contractor shall provide the following services, for which all expenses shall be included in the Bid Price:
- a) Performance and supervision of conductance of all functional tests and trials at Shipbuilding Yard as listed at Sub-Clause 49.12 in order to demonstrate specified performance of Plant.
  - b) Furnishing of tools required for assembly and maintenance of the supplied Goods and touch up paints.
  - c) Furnishing of a detailed operations and maintenance manual and spare parts catalogues with code number for each part for each appropriate unit of the supplied Plant and relevant documents comprising as built drawing, certificates, guarantees, inspection and test reports, undertakings etc. or other relevant documents pertaining to the supplied Plant, as required by Employer during the contract execution period.
  - d) To comply with the obligations for the purpose of operational continuity of the Plant for required duties during one-year warranty / guarantee period the Contractor may acquire the services for repairs including docking if so required / parts from within the local resources or agents of manufacturers of installed equipment by allocating sufficient provision all inclusive in the bid price.

## 67 Spare Parts

- 67.1 As specified in the Schedule of Requirements, the Contractor shall provide and put on board the Plant for transportation to Karachi Port, the following



spare parts and tools along with the list of each. The cost of these shall be included in the bid price.

- a) Spare Parts received, from the Original Equipment Manufacturers (OEMs) for all the machineries and equipment.
- b) Spare Parts as may be recommended by the Classification Society under whose Rules the Plant have been constructed.
- c) Manufacturer's supplied tools, accessories and gauges etc "special tools for all machinery / equipment and the same to be according to the manuals.
- d) Consumable spares such as filters, gaskets, plugs, fuses, seals, packing, O' rings, washers, belts, hoses, PLCs, ICs, grease, lubricant and other oils (Except fuel oil) etc. or any other consumable spare as well as other spares the Contractor may consider necessary to be put on board, sufficient for one-year warranty / guarantee period of the Plant.

67.2 The Contractor shall also furnish a list of spare parts including prices which he may consider a requirement for five years maintenance on RRC basis, after expiry of one-year warrantee / guarantee period indicating quantity, complete nomenclature, part no, drawing no, category / sub-category etc. and the unit and total price for each item. The Contractor shall provide detailed information to replenish and ordering of spare parts from the OEMs. The above list to be included in Technical Bids but their prices only to be mentioned in the Schedule of Requirements (BOQ) as optional items.

## **68 Termination of Contract**

### **68.1 Termination by Default:**

- a) If the Contractor shall assign the Contract without the written consent of the Employer first obtained, or if the Engineer shall certify in writing to the Employer that in his established opinion, the Contractor is at default in executing the Contract, then the Employer may, after giving 14 days' notice in writing to the Contractor cancel the Contract without further notice or formality and without previous judicial interposition. The Employer can then redeem the Performance Bond. In case of such cancellation of the Contract the Contractor's Performance Bond will be forfeited to the Employer. The full amount of payments made by the Employer shall be refunded by the Contractor to the Employer within 30 days after cancellation and the property of the Plant or parts thereof shall re-pass to the Contractor after repayment.
- b) The forfeiture of the Contract becomes invalid if the Contractor, within 14 days after receipt of the notice of forfeiture, eliminates the causes which have evoked the forfeiture and the Engineer confirms the removal of such cause(s). In this case, the Contractor may continue the construction of the Plant after approval of the Engineer / Employer.





68.2 Termination - Force Majeure:

If during the currency of the Contract there shall be an outbreak of war (whether war is declared or not) or of civil war, rebellion, revolution, insurrection or usurped power in the Contractor's country (hereinafter referred to as "the said outbreak") and if offer of Plant have not been completed and finally delivered as aforesaid, the Employer shall be entitled to terminate the Contract (as to save the rights of the parties under Contract). If the Contract shall be terminated as aforesaid, the Contractor shall refund to the Employer within thirty (30) days after termination of the Contract all monies and installment paid by the Employer until that date.

68.3 Termination for Insolvency:

If the Contractor shall become bankrupt or becomes unable to perform the Contract or have a receiving order made against him or shall present his petition in bankruptcy, or shall make an arrangement with or assignment in favour of his creditors, or shall agree to carry out the Contract under a committee of inspection of his creditors, or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation) or reconstruction shall have an execution levied on his goods, then the Employer may, after giving 14 days' notice in writing to the Contractor cancel the Contract without further notice or formality and without previous judicial interposition.

68.4 Termination for Convenience:

The Employer shall in addition to any other power enabling it to terminate the Contract and whether or not the Contractor is in default, shall have the power to terminate the Contract at any time by giving notice in writing to the Contractor and the Contract shall (with the exception of relevant Clauses of the Contract) forthwith terminate. In the event of the Contract being terminated under the provisions of this clause, the Contractor shall with all reasonable dispatch comply with the directions of the Engineer as follows:

- a) Immediately discontinue work.
- b) Place no further orders on sub-contractors.
- c) Assist in the maintenance, protection and position of the property physically acquired and transferred to the Employer under the contract.
- d) Execute any other work or services in respect of any matter arising out of the Contract with regard to which the Engineer decides that directions are necessary or expedient.

68.5 Upon any such termination, the Contractor agrees to waive any claim for damages including loss of anticipated profit on account thereof but as the sole right and remedy of the Contractor and the Employer, the Employer shall pay the contractor (without duplication of any item) a sum limited to:

- a) The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed at





the Site, and a proper proportion as certified by the Engineer for any such items, the work or service comprised in which has been partially carried out or performed at the Site.

- b) The cost of materials or goods reasonably ordered for the works or temporary works which have been delivered to the Site or of those which the Contractor is legally liable to accept delivery, provided that such materials or goods will actually arrive safely at Site. All such materials or goods become the property of the Employer upon such payment being made by it.
- c) A sum to be certified by the Engineer, being the amount of any expenditure reasonably incurred by the Contractor at the Site in the expectation of completing the whole of the works, insofar as such expenditure shall not have been covered by the payments in this paragraph before mentioned.

68.6 The total sum payable by the Employer as referred to above shall be reduced by the total of the amount of installments paid by the Employer until the date of termination. Upon all such payments, the Plant along with all materials and installations specifically procured for this work, can be removed by the Employer from the Contractor's yard / premises, if they so desire, and the Contractor is obliged to provide all possible help and facilities as may be required by Employer for the satisfactory accomplishment of the above purpose.

68.7 Alternatively, the Contractor can in mutual agreement with Employer take over the Plant as so far constructed, along with all materials and installation procured for the Plant after payment of an amount equal to all monies received by the Contractor from the Employer under this contract.

68.8 In case of forfeiture, the Contractor has no claim to indemnification for any loss of profits or any other losses.

68.9 **Termination for non-performance**

- a) That in case either of the parties, i.e. Employer or the Contractor, is not satisfied with the performance of other party then in such circumstance the party aggrieved shall serve a notice to the other part describing the cause of such dissatisfaction and calling upon them to improve its services / working within a period of 15 days.
- b) That if such defaulting party upon whom 15 days' notice has been served fails to improve its working/services then the party aggrieved shall be entitled to terminate that Contract by giving 30 days' notice in writing. During this period there will be no suspension of work by either party. The contractor in the meantime will keep on providing the services relevant to the Works till such time Employer shall make some alternate arrangements.



**69. Applicable Law**

The Contract shall be interpreted / executed in accordance only with the prevailing laws of Pakistan and relevant Rules/SRO's.

**70. Notices**

70.1 For the purpose of all notices, the following shall be the addresses of the Employer and Contractor:

(a) **Employer**

PROJECT MANAGER (MECH)  
KARACHI PORT TRUST,  
HEAD OFFICE,  
EDULJI DINSHAW ROAD, P.O. BOX 4725,  
KARACHI-74000, PAKISTAN.  
FAX. (92-21) 99214329-30  
TEL (92-21) 99214376

(b) **Contractor** (Particulars that have been provided by the Contractor in the bid, to be filled in here)

70.2 Any notice to be given to the Contractor under the terms of the Contract shall be served, by sending the same to the Contractor's head office by registered air mail or courier service or to manually deliver it at the head office and the local office.

70.3 Any notice to be given to the Employer by the Contractor under the terms of the Contract is to be sent to him by post as above, or to be manually delivered at the office of the Employer against a receipt. The office of the Engineer shall receive a copy of the notice.

**71. Taxes and Duties**

71.1 Contractor shall be responsible for all taxes, custom duties, stamp duties, license fees, etc. and other such levies imposed outside and within Pakistan incurred for the supply of the contracted Plant and services to the Employer. The Employer may if considers appropriate waive off the wharfage charges payable for the Plant if so requested by the Contractor.

71.2 Contractor shall bear all expenses in respect of Plant, its accessories and belongings as may be required for warehousing, ship handling, shifting to repair berth/site, docking etc. in the country of origin and at the Site till completion of one-year warranty period.

JUNE-2024



PORT OF KARACHI  
A GREAT HERITAGE - A RADIANT FUTURE

## **BIDDING DOCUMENTS**

# **PROCUREMENT / CONSTRUCTION AND SUPPLY OF 01 NO. VIP BOAT FOR HARBOUR CRUISE AND SEA TRANSPORT**

## **VOLUME – II**

**Technical Specification and Bid Drawings**

**KARACHI PORT TRUST**

**Engineering Division  
Karachi – Pakistan**



# **SECTION-IV**

# **TECHNICAL SPECIFICATIONS**



## **TECHNICAL SPECIFICATIONS**

### **PROCUREMENT / CONSTRUCTION AND SUPPLY OF 01 NO. VIP BOAT FOR HARBOUR CRUISE AND SEA TRANSPORT**

#### **1. GENERAL DESCRIPTION AND TYPES AND DUTIES:**

##### **DESIGN OVERVIEW:**

- 1.1 Karachi Port Trust (KPT) intend for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport duly classified by International Association of Classification Society, IACS members only (LR, BV, DNV-GL, NK, ABS or CSS).
- 1.2 The design is for an FRP composite, motor boat fitted with marine diesel engines/OBM engines along with propellers. The construction of the hull, deck and superstructure together with all interior joinery and furniture shall be designed and built to first class Boat building standards. Construction shall be lightweight yet immensely durable, using materials of the best quality, to applicable standards.
- 1.3 The boat must be constructed under the construction rules of Maritime Classification Society, compatible with local environment and fulfill the purpose/duties and sea condition of North Arabian Sea need to be proven design and shall carryout Harbour Cruise Operations in the Karachi Port Trust (KPT) Harbour/Channel.

#### **2. TECHNICAL SPECIFICATION:**

- 2.1 The choice and specification of all equipment and fittings is to be made with consideration to practical seaman like requirements with minimum weight, balanced against durability, operational requirements and quality. The boat is to be designed, built and equipped to suit operation in tropical environment of the North Arabian Sea, including the Karachi Port. Special consideration is to be made in the choice and specification of air-conditioning and ventilation systems, to ensure total suitability for the climate envisaged.
- 2.2 The Harbour Cruise Boat and its equipment/machinery/systems/sensors should be capable to operate round the year in tropical environment in the North Arabian Sea, Harbour Cruise Boat must be Coastal Water and of Proven Design, robust structure to operate in normal weather conditions of Karachi Harbour limits.
- 2.3 The omissions of any detail in these specifications does not relieve the supplier from the obligations to deliver the complete Harbour Cruise Boat in accordance with all applicable requirements, and ready to perform their duties to the entire satisfaction of the Employer.
- 2.4 The tests and trials of the Harbour Cruise Boat, machinery, equipment and all installations, must be established that the boat can fulfill the laid down requirements under all circumstances which occur during working conditions



as prevailing in the Karachi Harbour and that during these working conditions, the Harbour Cruise Boat operations fulfill the specified performance characteristics. Any excessive noise and / OR undue vibrations shall not be acceptable.

- 2.5 The Harbour Cruise Boat shall be according to the requirements as described in the specifications. The supplier/shipbuilding yard/constructor is, however, entitled to propose variations equal to or better than based on their experience, provided all characteristics and capacities of the VIP Boat as described in the Specifications, are fulfilled and met in all the specified conditions and circumstances.

3. **MAIN PARTICULARS:**

- |   |  |
|---|--|
| ➤ Length Overall:                           | 40 ~ 50 feet   |
| ➤ Breadth:                                  | 12 ~ 14 feet   |
| ➤ Draught:                                  | 20 ~ 25 inch   |
| ➤ Boat type:                                | High Speed Motor Boat  |
| ➤ Displacement:                             | 8 ~ 10 tons  |
| ➤ Fuel capacity:                            | 1300 ~ 1500 liters   |
| ➤ Fresh water capacity:                     | 150 ~ 180 liters   |
| ➤ Hull type:                                | Mono Hull  |
| ➤ Hull material:                            | Fiber Reinforced Plastic (FRP)   |
| ➤ Construction:                             | Fully enclose AC cabin with comfortable seating along mini toilet separate crew along with galley.                             |
| ➤ Working State (Performance Parameters):   | Boat should be used for Harbour Cruise in all-weather within limit of Karachi Port and must be capable of Beaufort Scale 6 ~ 7 |
| ➤ Speed:                                    | Minimum 20 ~ 30 knots under normal ambient conditions. Speed will be measured during test and trial at Yard/OEM site           |
| ➤ Sea area of utilization:                  | The boat should operate in coastal waters, typically within 18 ~ 20 nautical miles from shore                                  |
| ➤ Seating arrangement:                      | 34 ~ 40 Passenger + 3 ~ 5 Crew   |
| ➤ Endurance:                                | 18 ~ 20 Nautical Miles   |
| ➤ Navigation & Communication Equipment:     | As mandatory for a VIP Boat for Harbour Cruise and Sea Transport in accordance with Coastal Water Rules                        |
| ➤ Tamper Proof Flow-Meter:                  | for Display & Recording of Fuel consumption provided at easily accessible place clear of all enclosures                        |
| ➤ Operating Environment at Karachi Harbour: | Ambient Temp 40 ~ 45°C Relative Humidity 95%   |

The above VIP Boat for Harbour Cruise and Sea Transport particulars are mentioned only for guidance. The Supplier shall be fully responsible that the finally agreed and approved dimensions which shall be sufficient for attaining the required speed, draught specified – performance, stability, trim, strength etc.



4. **CLASSIFICATION AND REGULATIONS:**

4.1 **Classification:** The VIP Boat for Harbour Cruise and Sea Transport should have been constructed as per rules and requirements approved by IACS Members only (LR, ABS, BV, CCS, CRS, DNV GL, KR, NK, PRS, RINA, RS).

4.2 **Class Notation:** The design and construction of the Utility Boat for Harbour Cruise, its machinery and other installations shall be such as required to obtain notation equivalent to the LR or equivalent notation:

- IMO
- MARPOL
- SOLAS

**Note:** All bidders shall provide certificates as per the above define class notation, which shall be meeting the (BF scale 6 ~ 7).

4.3 **Stability:**

- a. Stability standards for the design, construction and operation of VIP Boat for Harbour Cruise and Sea Transport shall be in accordance with Lloyd's/BV Rules (or equivalent). Supplier will provide a certificate of conformance for captioned standards.
- b. The VIP Boat for Harbour Cruise and Sea Transport should conform to International/SOLAS standards for survivability against fire and under water damage.

5. **TECHNICAL REQUIREMENTS AND CONDITIONS:**

5.1 **Hull Protection:** Following be complied for the protection of the VIP Boat hull: Paint scheme to be applied throughout the VIP Boat confirming to latest paints issue as per IACS rules and acceptable to KPT, having a minimum of 5 years satisfactory performance. Authorized Distributor to be available at Karachi.

5.2 **Anchors, Chains/Wires:** portable anchor and anchor chains/wire be provided.

5.3 **Railings:** Hand rails on the sides and the front of the supper structure shall be fitted/provided. Additionally, there will be safety rails system all over the boat to protect the personal from falling over the boat during cruise.

5.4 **Safety and Fire Fighting Equipment:** All equipment for safety and fire-fighting shall be in accordance with the latest Regulations of National Authorities/Classification/MMD Pakistan requirements, whether specifically stated implied or otherwise. Life-saving appliances as per requirement shall be delivered along with valid certificates in the required numbers and fixed or stowed at appropriate places. Appropriate number of portable fire-extinguishers of certified required size and or approved type shall be fitted according to rules, where required in, wheelhouse, accommodation, galley etc.



- 5.5 **Air-Conditioning System:** Suitable Capacity based on the volume of interior spaces and climate control requirements. Systems from reputable manufacturers to be provided.

## 6. **INTERIOR SEATING REQUIREMENTS:**

### 6.1. **Living Area:**

- a. **Main Sofa Set:** The main seating area in the living area consists of a large L-shaped sofa set surrounding a coffee table. This sofa set may be upholstered in high-quality fabric, leather, or synthetic leather.
- b. **Occasional Chairs:** Additional occasional chairs or armchairs may complement the main sofa set, providing extra seating and flexibility in the space. These chairs can also feature luxurious upholstery materials.

### 6.2. **Exterior Seating Requirements:**

- a. **Exterior Lounge Area:** Modular sofa set with plush cushions, upholstered in marine-grade fabrics or outdoor-rated materials.

### 6.3. **Galley/Kitchen Area:**

Fully-equipped kitchen with appliances such as stove, oven, microwave, refrigerator, freezer, sink, and storage cabinets. High-quality counter tops and finishes for durability and aesthetics.

- 6.4. **Navigation Equipment:** GPS, radar, depth sounder, VHF radio, and other navigation aids.

- 6.5. **Entertainment Systems:** Audio/video equipment along with LED TV of suitable size, communication devices, and entertainment systems throughout the boat.

- 6.6. **Washroom:** The washroom facilities include a toilet along with all the necessary fitting of good quality be provided and fitted.

## 7. **INVENTORY:**

Any inventory not mentioned in this specification but required by the Class, SOLAS or other such code or regulation shall be delivered/stowed in designated places. A complete list of all inventory of Wheel House, Accommodation, Safety and Firefighting (consumables or equipment, replaceable or having expiry) shall be submitted along with the tender by the supplier. Availability of above in local market be ensured.

## 8. **MARINE MAIN AND AUX PROPULSION SYSTEM:**

- 8.1. **Main Engines:** Three OBM engines having to meet the speed of 20 ~ 30 knots with propulsion system shall be installed shall be 4-strokes, marine type, preferably make Yamaha/Cummins/Mercury Marine/Caterpillar/MAN manufactured at West European/USA origin having authorized repair & maintenance workshop, backup facility and prompt spares supply should be available in Karachi.





- 8.2. **Remote Monitoring (From Wheelhouse):** An enunciator panel shall be installed, giving audio-visual alarms as follows for each main engine.
- Low Lube. Oil pressure;
  - High cooling water temperature;
  - High exhaust temperature;
  - Engine over speed trip;
  - Inlet and outlet temp to Turbocharger.
- 8.3. **Steering:** Steering shall be fully hydraulic single lever control actuated by rotary pump from main unit. Manual steering fitted with independent hydraulic pump and stainless-steel marine steering wheel shall also be fitted.
- 8.4. **Petrol / Diesel Generator:** Suitable portable generator as per load requirement.

9. **ELECTRICAL INSTALLATIONS:**

- 9.1. **General Requirement:** The electrical installations and associated components shall be delivered complete and in good working order, suitable for the intended services. Safety provisions, interlocking devices etc. shall be specially included in order to avoid damage due to inexperienced or unintended handling. The installation must be according to good marine practice, fully adapted to tropical and sailing conditions.
- 9.2. **Switchboard:** A main switchboard, totally enclosed, dead front, marine type, shall be installed, free standing in the engine room. Isolating devices shall be provided in the bus bar chamber inside each panel for safe working during operation. Each panel shall be provided with anti-condense heater and insulated handrails.
- 9.3. **Deck Auxiliaries:** Deck auxiliaries shall be electrically operated with necessary controls and instrumentation, cabling, wiring and good quality execution.

10. **LIGHTING INSTALLATION:**

- 10.1. **General:** The lighting shall be divided into the normal lighting (220V) and emergency lighting (24V). Battery/(emergency) lights shall be fitted near essential equipment such as main switchboard, main and auxiliary diesel engines etc. and along the path to this equipment and to the outside. Navigational lights shall conform to IMO-ROR relevant annex.
- 10.2. **Fittings:** The make of the electrical fittings shall be sturdy, robust in heavy marine type of approved make. Two special water proof boxes, with fluorescent tubes shall be provided for illumination of the name of the VIP Boat on port and starboard side of wheel house. Navigation lights according to the rules shall be installed.
- 1 masthead light;
  - 1 stern light;
  - Side lights.



## 11. **CONTROL NAVIGATIONAL AND COMMUNICATION INSTALLATIONS:**

11.1. **Wheelhouse desk:** In the front of steering/propulsion desk in wheelhouse shall contain following among others.

- Steering wheel;
- Start/stop provision (by means of a removable key) of the propulsion engines;
- Mechanical speed control of the propulsion engines;
- Propulsion engine RPM indicators;
- Propeller shaft RPM indicators (Ahead/Astern);
- Alarms for:
  - Low lube. Oil pressure propulsion engines;
  - High cooling water temperature propulsion engines;
  - Low lube. Oil pressure gearboxes.
- High bilge level alarm;
- Indicators for lube Oil pressure and freshwater temperature of the propulsion engines;
- Running indication of auxiliary diesel engines with low lube oil pressure and high cooling water temperature alarms;
- Steering gear running indication;
- Rudder angle indicator;
- Repeater of the compass;
- Whistle control push button;
- Clear view screen and window wiper controls;
- Switches for the searchlights;
- Control and signaling of navigation lights;
- Inside the desk a 24 Volts and 220 Volts distribution system;
- Emergency stop switch for engine room ventilation;
- Fuel oil and fresh water tanks level indicators.

### 11.2. **Wireless Installations:**

- a. **Radio VHF:** One base set 24-volt, 25 watt, 55 channels direct controlled, synthesized, simplex/duplex, VHF/FX set, with high gain antenna and of approved make with SSB-25 kC channel spacing, dual watch facilities shall be installed in the wheelhouse;
- b. **First Aid Box:** One first aid box along with all necessary medicine;
- c. **Police Siren:** Police siren to be provided and installed;



- d. **Portable Fender:** A heavy duty portable rubber fender of approved quality and shape shall be fitted along with stainless steel of marine grade to be installed and provided;
- e. S.S marine grade cleats for portable fender to be provided and installed;
- f. **Supply of Essential Tools and Spares:** Contractor to provide all essential and special tools.

11.3. **Documents and Certificates:**

All relevant Certificates, Drawings and Plans pertaining to manufacturing of VIP Boat, Structures, Machinery, Electrical and Outfitting etc. will be provided with the Boat. However, as far as possible, maximum information including large size General Arrangement Plan to be submitted with the offered Bid (Technical proposal). The required information includes but is not limited to following:

- a) Builder's Certificate;
- b) General Arrangement Plan;
- c) Hull construction and Shell Expansion plans;
- d) Builder/Classification Society Certificates for Hull;
- e) Machinery, and equipment;
- f) International Safety Construction Certificate International Safety equipment and associated Certificates;
- g) International Load line Certificate Anchor and cables Certificate;
- h) IOPP Certificate;
- i) Shafting and stern gear arrangement;
- j) Fuel & lube oil systems and Tanks;
- k) Steering system;
- l) Exhaust system;
- m) Fresh Water and Sanitary system;
- n) Electrical circuits including PCBs and wiring diagrams;
- o) Electronic circuits diagrams including control systems;
- p) Docking plan;
- q) Simplified Stability Booklet, Vessel harbor tests and sea trials reports;
- r) All relevant Drawings, Technical Manuals, catalogues and part lists for machinery and equipment as specified in Tender Documents;
- s) Part catalogue;
- t) List of special tools/test equipment with price for understanding level  $\frac{3}{4}$  maintenance of Main and auxiliary engines;
- u) Trim and stability book. {IMO Stability Guidelines A7 49 (18)};
- v) Sounding tables of the tanks;
- w) Certificates of class for the hull, diesel engines, electric installation, materials, anchors, chains, wires, and other equipment;
- x) SOLAS Certificates;
- y) MARPOL Certificates, Annex I, IV and VI;



- z) *Radio Communications regulations to Flag State and International Regulations for GMDSS for Coastal Water;*
- aa) Any other document necessary for the service & registration of the Boat;
- bb) Rat-proof certificate;
- cc) Certificate for maximum noise level in following spaces, with vessel running at full speed:
  - Main deck cabins            60 to 65 Db
  - Public spaces                65 to 75 Db
  - Wheelhouse                  65 to 75 Db
  - On deck                        75 to 88 Db
- dd) Certificate to Navigation Equipment in compliance to Regulations for Prevention of Collision at sea.

----- End -----

JUNE-2024



PORT OF KARACHI  
A GREAT HERITAGE - A RADIANT FUTURE

## **BIDDING DOCUMENTS**

# **PROCUREMENT / CONSTRUCTION AND SUPPLY OF 01 NO. VIP BOAT FOR HARBOUR CRUISE AND SEA TRANSPORT**

## **VOLUME – III**

**Schedules to Bid**

**and**

**Standard Forms**

**KARACHI PORT TRUST**

**Engineering Division  
Karachi – Pakistan**



## **SECTION V STANDARD FORMS**

- A. CONTRACT AGREEMENT**
- B. BID SECURITY FORM**
- C. PERFORMANCE SECURITY BOND**
- D. ADVANCE PAYMENT GUARANTY**
- E. BUILDER'S MANUFACTURR'S  
AUTHORIZATION**
- F. LIST OF SUB-CONTRACTORS**
- G. PARTICULARS OF LOCAL ASSOCIATE  
FIRMS / AGENT**



**FORM - "A"**

**CONTRACT AGREEMENT**

This Agreement is made on the ..... day of .....2024 between KARACHI PORT TRUST (KPT), PAKISTAN (hereinafter called "the Employer") of the one part and M/s..... (hereinafter called "the Contractor") of the other part:

Whereas the Employer invited bids for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport and has accepted a bid of the Contractor in the sum of ..... (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - a) The Letter of Award / Acceptance
  - b) Completed Form of Bid
  - c) General Conditions of Contract
  - d) Particular Conditions of Contract
  - e) Priced Schedule of Requirements / Bill of Quantities
  - f) Schedules to Bid duly filled and signed
  - g) Specifications
  - h) Drawings
  - i) (Any other document)
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 provide the VIP Boat and services under one-year guarantee / warranty period and to remedy defects, if any, in conformity in all respects with the provisions of the contract.
4. The Contractor shall hand over the VIP Boat to the Employer in perfect original sound condition after its tests & trials with sufficient spares for one-year operation in guarantee / warranty period.
5. The Employer hereby covenants to pay the Contractor in consideration of the procurement /Construction of VIP Boat and services, the contract price and 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 in accordance with the laws in force in Pakistan on the day and year first above written.

Signed, sealed and delivered by the

.....  
Chairman, Karachi Port Trust on behalf  
of the Board of Trustees of the Port of  
Karachi.



In the presence of (name of witness) .....  
*GENERAL MANAGER (E) KPT*

Trustees of the Board

1.....  
(Board's Trustee)

2.....  
(Board's Trustee)

In the presence of .....  
Secretary KPT

Signed by the authorized person  
on behalf of Contractor

.....  
Name. ....  
Designation.....

In the presence of witness

.....  
Name .....





## FORM - "B"

The Chief Accounts Officer,  
Karachi Port Trust,  
KPT Head Office Building,  
Karachi, Pakistan

### **BID SECURITY FORM**

Whereas..... (hereinafter called "the Bidder") has submitted its bid dated..... for Construction & Supply of VIP Boat (hereinafter called "the Bid") to Karachi Port Trust.

KNOW ALL MEN BY these presents that

We..... (hereinafter called "the Bank") having our registered office at ..... are bound unto The Karachi Port Trust (hereinafter called "the KPT") in the sum of Pak Rupees ..... or equivalent US Dollar (\$) .....for which payment will and truly to be made to the KPT, the Bank binds itself, its successors and assignees by these present.

Sealed with the common seal of the said Bank this ..... Day of ..... 2024.

THE CONDITIONS of this obligation are:

After the bid has been opened and if the Bidder: -

- a) or his local representative or associate disown his bid or disagree or modifies his Bid by changing the offered specification and terms and conditions as offered in his bid.
- b) or his local representative or associate / partner / agent unilaterally contacts KPT during the period of opening of bid till its conclusion or influences the evaluation process in any manner.
- c) fails to provide convincingly valid and authenticated documents / evidences for confirmation of claims made therein in the bid offer or subsequent commitment.
- d) withdraws the bid offer and / or bid security or both before the date of expiry of the bid validity period or extended period.
- e) upon being declared successful bidder, fails to:
  - i) Acknowledge and accept the Letter of Award (LOA) or refuse to receive the same.
  - ii) Sign the Contract in accordance with Letter of Award (LOA) / within the stipulated time.
  - iii) Furnish Performance Security before signing contract agreement, in accordance with the stipulations.
  - iv) Extend the validity of bid and bid security (if required), after accepting the Letter of Award (LOA) and its terms and conditions.



We .....  
(Name of the Bank)

undertake to pay to the KPT without recourse to the bidder and without questioning the legality of demand, up to the above amount upon receipt of its first written demand, without the KPT having to substantiate its demand, provided that in its demand the KPT will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to seven (07) days more than ..... (date to be mentioned) after the period of bid validity (including the extended period, if any), and any demand in respect thereof should reach the Bank not later than the above date.

Seal of the Bank

.....  
1. Signature of the Bank's official with name and designation.

2. Signature of the Bank's

.....  
2. Signature of the Bank's official with name and designation.

Date: .....



**FORM - "C"**

To,  
The Chief Accounts Officer,  
Karachi Port Trust,  
KPT Head Office Building,  
Karachi, Pakistan

**PERFORMANCE SECURITY BOND**

WHEREAS ..... (name of Contractor) hereinafter called the Contractor has undertaken, in pursuance of Contract dated .....2024 for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport, hereinafter called "the Contract", for Karachi Port Trust, hereinafter called the "Employer"

AND WHEREAS it has been stipulated in the said contract that the Contractor shall furnish the Employer with the Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the contract.

AND WHEREAS, we have agreed to give the Contractor's Guarantee.

THEREFORE, we hereby affirm that we are Guarantor and responsible to Employer, on behalf of the Contractor, up to a total of Rs./USD..... (.....million only) and this Guarantee will remain valid for the period till the end of one year Warranty period after the delivery of VIP Boat and we undertake to pay to Employer upon their first written demand declaring the Contractor to be in default under the contract and without cavil or argument or legalities any sum or sums within the limit (amount of guarantee) aforesaid, without the Employer needing to prove or to show grounds or reasons for your demand or the sum specified therein and without questioning the legality of deed.

This guarantee is valid until the ..... day of ..... months ..... year.

Seal of the Bank

.....  
Signature of the Bank's official  
with name and designation.

Bank Address.....  
.....



**FORM - "D"**

The Chief Accounts Officer,  
Karachi Port Trust,  
KPT Head Office Building,  
Karachi, Pakistan

**ADVANCE PAYMENT GUARANTEE**  
**Procurement / Construction and Supply of 01 No. VIP Boat**  
**for Harbour Cruise and Sea Transport**

WHEREAS the Board of Trustee of the Port of Karachi (hereinafter called the EMPLOYER) have entered into a CONTRACT with ..... hereinafter called the CONTRACTOR for the above-named work of Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport.

AND WHEREAS the EMPLOYER have agreed to pay the first installment as advance to the Contractor at their request, being an amount of ..... (..... only) to be used by them for the Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport.

In the consideration of the EMPLOYER making the above installment as advance, we hereby guarantee that the Contractor M/s ..... shall use the amount exclusively for the above purpose, and if they fail or commit default in fulfillment of any of their obligations for which the advance has been made, we shall be liable to EMPLOYER for the payment of the amount in respect of which they have so failed not exceeding the aforementioned sums.

Notice in writing of any default as aforesaid on the part of the CONTRACTOR will be given by the EMPLOYER and on first demand from the EMPLOYER payment shall be made by us for all sums due from the guarantee without any reference to the Contractor and without questions and legalities whatsoever and that EMPLOYER's verdict in this behalf shall be final and binding on us.

This guarantee shall remain in force till such time the claim for the last installment is lodged by the Contractor and he has furnished the documents for insurance of work in terms of the contract and the advance payment is fully adjusted against the value of the VIP Boat and certified by the EMPLOYER's Engineers.

In the presence of witness  
dated this .....  
of ..... 2024.  
Witness:

.....  
Signed by authorized officer of Bank

.....  
Name of authorized officer of Bank

- i .....
- ii .....

.....  
Name & Address of Bank with seal



**FORM - "E"**

**BUILDER'S / MANUFACTURER'S AUTHORIZATION**

To:  
Project Manager (Mechanical)  
Engineering Division  
Karachi Port Trust  
KPT Head Office  
Eduljee Dinshaw Road, Karachi

WHEREAS We, .....  
(name of the MANUFACTURER / BUILDER)

are established and reputable Manufacturer / Builder of VIP Boat offered by  
\_\_\_\_\_ (*name of Bidder*) to Karachi Port Trust Pakistan, having  
Shipbuilding facility at / registered office at  
\_\_\_\_\_  
(complete Business address)

do hereby undertake and authorize  
M/s.....  
(name and address of Bidder)

to submit a bid, and subsequently upon being declared successful, negotiate and sign the Contract with KPT (Employer). If their bid is accepted by KPT for above VIP Boat the same would be constructed and supplied by us in strict accordance with the Technical Specifications as included in KPT's Bidding Documents and subsequent modifications as mutually agreed between KPT and the afore-named Bidder.

We hereby extend our full warrantee for the period of one year after confirmatory / repeat test of the VIP Boat have been carried out in Karachi or as otherwise in accordance with the contract for the design, materials, workmanship, machinery, equipment and all other services offered by the afore-named Bidder with our full support and knowledge.

.....  
(Name, Designation Stamp and Signature on behalf of the Manufacturer / Builder of VIP Boat)

Date:  
Place:

*Note: This letter of authority should be on the letterhead of the Manufacturer / Builder and should be signed by a person competent and having the power of attorney to bind the Manufacturer / Builder for his obligations who will also sign the contract between the Employer (KPT) and Contractor / bidder. The Bidder in its bid should include the above authorization.*



**FORM - "F"**

**LIST OF SUB-CONTRACTORS**

Following is the list of Sub-Contractors which the Bidder intends to or may employ for items / part of the contract work as mentioned against each for a value limiting to US Dollar (\$) ..... (Pak Rupees.....)

<b>SUB-CONTRACTOR</b> (Complete name and address)	<b>FIELD OF WORKS</b>



**FORM - "G"**

**PARTICULARS OF LOCAL ASSOCIATED FIRMS / AGENT**

Name :

Address :

Detail of Contract and Authorization available with the Local Firm.



# **SECTION-VI**

## **SCHEDULES TO BID**





## **SCHEDULE – A TO BID**

### **SPECIFIC WORKS DATA**

(Proforma for specific Data to be prepared and incorporated by the Employer which will be filled in by the bidders)

The particulars as indicated in the Technical Specifications (Section VI) and Particular Conditions of Contract (Section III) shall form the contents of this Specific Works Data



## SCHEDULE – B TO BID

### WORK TO BE PERFORMED BY SUB-CONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

<u>Items of Work to be Sub-Contracted</u>	<u>Name and address of Sub-Contractor</u>	<u>Statement of similar works previously executed (attach evidence)</u>
---	---	---

**Note:**

1. No change of Sub-Contractor shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of work, year completed and name & address of the clients.



## **SCHEDULE – C TO BID**

### **PROPOSED PROGRAM OF WORK**

Bidder shall provide a program in a bar-chart / CPM/PERT form showing the sequence of work items by which he proposes to complete the Works under the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, structural plans of the steel structure—shell plating, decks, erections, bulkheads, and framing as well as accommodation spaces, plumbing, piping, and electrical installations, and main and auxiliary machinery layout and working drawings including computer generated Lines Plan, schedule of submittal of drawings, ordering and procurement of main and auxiliary machinery and equipment, materials, factory tests of the same, delivering, construction of hull, testing and commissioning of Works to be supplied under the Contract.

The Program of Work should also clearly show the time-lines for each activity and indicate the stages where surveyors of Classification Society will witness and certify the works.



## SCHEDULE – D TO BID

### DEVIATION FROM TECHNICAL PROVISION

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified terms, those must be listed in the space provided below:

Sr. No	Clause No. / Section No. of Technical Specifications	Deviations/Clarifications

[Note: Attach additional sheets, if necessary]



## **SCHEDULE – E TO BID**

### **DEVIATION FROM CONTRACTUAL CONDITION**

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:

**Note: Any deviation will render Bid as Non-Responsive**

[Note: Attach additional sheets, if necessary]



## **SCHEDULE – F TO BID**

### **METHOD OF PERFORMING WORKS**

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erection plant, cranes, lifters, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by Contractor for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport and launching, quay side testing and commissioning of the Works, in sufficient detail to demonstrate fully that the finished Vessel will meet all the requirements of the Technical Provisions.
- Facilitates the Builder / Contractor will make available for Employer's Engineer, Inspectors including lodging and boarding, local transport to and from ship building yard for supervision of Works and for witnessing factory tests of major machinery and equipment at manufacturing premises of respective machinery / equipment.
- The procedure for transportation of Vessel to the site and preservation methods.
- Details regarding clearance of VIP Boat from Pakistan Customs, Harbor Acceptance Trials and Sea Acceptance Trials, registration of the Vessel with Pakistan Mercantile Department, mobilization of Guarantee Staff in Pakistan, the type of facilities including personnel accommodation, office accommodation, arrangement for maintenance and addressing Warranty Claims and arrangements for delivery of Incidental Services and provision of spare parts after the completion of Warranty Period.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



## SCHEDULE – G TO BID

### PROPOSED ORGANIZATION

The bidder shall list in this Schedule the key personnel he will employ from Head office and from Site office to direct and execute the Works, together with their names, qualifications, experience, positions held and their nationalities.

Designation	Name of	Summary of Qualifications Experience, Present Position and Nationality
-------------	---------	---

- Head Office:

- Site Office:  
Contractor's Representative  
Site Superintendent  
Supervising Engineer  
Construction Supervisors  
Other Key Staff



**SCHEDULE – H TO BID**

**(INTEGRITY PACT)**

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

Contract No. : \_\_\_\_\_ Dated : \_\_\_\_\_  
Contract Value : \_\_\_\_\_  
Contract Title : \_\_\_\_\_

..... [*name of 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 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 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 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 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 time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [*name of 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: .....  
Signature : .....  
[Seal]

Name of Contractor: .....  
Signature : .....  
[Seal]





**SECTION-VII**

**SCHEDDULE OF REQUIREMENT  
/ BILL OF QUANTITIES**



**SCHEDULE OF REQUIREMENT / BILL OF QUANTITIES (B.O.Q)**  
**(Prices for all the Items as per Clause 11.6 of Instructions to Bidders)**

Item	Description	Unit	Qty	Unit Rat			Total		
				Local Pak Rs.	Foreign Expressed in Pak. Rs.	Total Pak. Rs.	Local Pak Rs.	Foreign Expressed in Pak. Rs.	Total Pak. Rs.
1	2	3	4	5	6	7	8	9	10
1.	<b><u>Ex-Yard Cost of VIP Boat</u></b> Procurement / Construction and Supply of 01 No. VIP Boat (make 2023-24) for Harbour Cruise and Sea Transport of proven design meeting the Technical Specifications (Section IV) and as offered through Technical Schedule (Section VI) for safe use of purpose, built in accordance with Rules and Standards of Classification Society, complete with documents as per Technical Specifications complete with all standard and special tools and inventory / spares as per Clause 67 of PCC, as integrated component of supplies with all valid Certificates. Such new VIP Boat having undergone all necessary / prescribed workshop and quay side functional tests and trials and satisfactory HATs and SATs in accordance with Class Rules and best industry practices to the satisfaction of Engineer / Employer. All dues, duties and taxes paid for hindrance-free shipment to Employer's site.								



Item	Description	Unit	Qty	Unit Rat			Total		
				Local Pak Rs.	Foreign Expressed in Pak. Rs.	Total Pak. Rs.	Local Pak Rs.	Foreign Expressed in Pak. Rs.	Total Pak. Rs.
1	2	3	4	5	6	7	8	9	10
2.	<p><b><u>Transportation:</u></b></p> <p>All costs, whatsoever for the proper and safe sea transportation (mode to be specified) of the VIP Boat along with documents as per Technical Specifications complete with all standard and special tools and inventory / spares as per Clause 67 of PCC and other provisions and accessories, duly approved by the Engineer to his entire satisfaction, from the builder's shipyard, port of discharge to the Port of Karachi, including arrangements of certificates and no objection certificates to comply with all international navigation, transportation and other requirements like clearance of transit harbour / canal dues, complete in all respects, including all heavy duty seaworthy preservation for safe sea transport of VIP Boat for its arrival at Karachi Port.</p>								
3.	<p><b><u>Duties and Taxes:</u></b></p> <p>Customs Duty and Sales Tax and other import Charges payable in Pakistan.</p>								



Item	Description	Unit	Qty	Unit Rat			Total		
				Local Pak Rs.	Foreign Expressed in Pak. Rs.	Total Pak. Rs.	Local Pak Rs.	Foreign Expressed in Pak. Rs.	Total Pak. Rs.
1	2	3	4	5	6	7	8	9	10
4.	<b><u>Incidental services:</u></b>  All costs on providing said services including man-power, material, parts, docking and other facilities for bottom inspection and local / domestic and misc. requirements including registration with Pakistan Flag Authority for the operational up keep of VIP Boat during one year guarantee / warranty period (including consumable spares such as filters, gaskets, plugs, fuses, seals, packing, O' rings, washers, belts, hoses, PLCs, ICs, grease, lubricant and other oils (except fuel oil) etc.) or any other consumable spares the contractor may consider necessary to be put onboard, sufficient for one year operation of each vessel.								
5.	<b><u>Voyage Insurance:</u></b>  Insurance of VIP Boat for transportation voyage to Karachi.								



Item	Description	Unit	Qty	Unit Rat			Total		
				Local Pak Rs.	Foreign Expressed in Pak. Rs.	Total Pak. Rs.	Local Pak Rs.	Foreign Expressed in Pak. Rs.	Total Pak. Rs.
1	2	3	4	5	6	7	8	9	10
6.	<b><u>Total for Procurement / Construction and Supply of 01 No. VIP Boat for Harbour Cruise and Sea Transport as per tender terms and conditions: -</u></b>  a. Consolidated fixed ex-yard cost by Local Bidder.  b. Consolidated fixed DDP (CIF + Custom duty, Sales Tax and other import charges) cost by Foreign Bidder expressed in equivalent Pak Rupees with rate of exchange.								
<b>GRAND TOTAL (Item 1 to 5)</b> <b>Total Consolidated FOR Price for 01 No. VIP Boat</b>									

Name and official address of Bidding firm and date:

Name, Designation and Signature of the authorized person of Bidder with stamp of the firm and date