

PORT QASIM AUTHORITY

Bin Qasim Karachi - Pakistan

NOTICE INVITING TENDER

MANNING, OPERATIONS & 1" LINE MAINTENANCE OF FOUR (04) ASD LNG COMPATIBLE TUGS

- Port Qasim Authority (PQA) invites proposals from local and international firms / shipping companies / local representative who are registered with SRB, FBR and Active Taxpayers List (ATL) and should be registered at EPAK Acquisition & Disposal Systems (EPADS) for Manning, Operations & 1st Line Maintenance of 04 x ASD LNG Compatible Tugs for a period of two (02) years extendable upto 06 months.
- 2. Bidding documents containing detailed terms & conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bids, evaluation criteria, performance guarantee etc. are available for the interested bidders at the office of Director (Operations Maintenance), Interested bidders may purchase tender document on written request by submitting a payment of Rs.2,000/- per Tender document (non refundable) in the form of Pay Order drawn in favor of Port Qasim Authority. The tender document also uploaded on PQA & PPRA websites. The soft copy may be downloaded from PQA & PPRA websites for preliminary reference and preparatory work only.
- A pre-bid meeting will be held at Conference Room, Chairman Sccretariat, Port Qasim, Bin Qasim Karachi on 31st July 2024 (Wednesday) at 11:00 hours.
- 4. All bids must be accompanied with Bid Security (Earnest Moncy) in the form of Pay Order in favour of Port Qasim Authority amounting to USD.40,000/- (or in USS for international firms and in equivalent amount in PKR for local firms), issued by Pakistani Scheduled Bank having a minimum AA rating or A rating from International rating agencies like Moody's, Fitch and S&P located in Karachi, Pakistan. Bid Security shall be enclosed with the Technical proposal in a separate envelope. Tender without Bid Security will be rejected.
- 5. Bidders shall submit Bids according to Single Stage Two Envelope Method under rule 36 (b) of PPRA 2004. Sealed tender package containing two separate sealed envelopes, one containing "Technical Proposal" along with Earnest money and the other containing "Financial Proposal" in separate envelope which should reach the Office of Director (Operations Maintenance). PQA, Bin Qasim Karachi 75020 latest by 11:00 hours on 22nd August 2024 (Thursday). The bidders will be required to submit their bids through EPADs also. Bids received after due date and time shall not be entertained. The Technical proposals only will be opened at 11:30 hours on same date in the Conference Room, Chairman Secretariat, PQA. The financial bids of technically qualified firms will be opened on date & time to be intimated later to technically qualified bidders.
- 6. The financial bids of technically non-qualified bidders will returned unopened.
- 7. PQA reserves the right to accept or reject any or all proposals as per Rule 33 Pakistan Public Procurement Rule 2004 (PPRA-2004) and no claims whatsoever in this respect shall be entertained. PQA's decision in this respect shall be final and binding on all firms / shipping companies.

Tipu Sultan Shaikh Secretary (PQA)

PQA Website PPRA website E Mail

www.pqa.gov.pk www.ppra.gov.pk secretary@pqa.gov.pk

GOVERNMENT OF PAKISTAN MINISTRY OF MARITIME AFFAIRS PORT QASIM AUTHORITY KARACHI



TENDER FOR MANNING, OPERATIONS & 1ST LINE MAINTENANCE FOR FOUR (04) ASD LNG COMPATIBLE TUGS

JUNE 2024

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PART-1 THE TENDER

1. DOCUMENTS TO BE SUBMITTED

The submitted Tender documents must essentially contain the required information in details supported by relevant evidence, certificates and documents to be evaluated as responsive, Tender must contain the details as indicated in "Form of Tender" supported by required documents. It should include following details but not limited to:

- a. All Tender Documents duly filled in, signed and rubber stamped on each page.
- b. The name and address of the firm with fax and telephone numbers and proof of registration of the firm, year of inception and nature of business, whether a joint venture, private, public limited or partnership. Details/documents of any joint venture, partnership agreement and/or memorandum and articles of association should also be submitted.
- c. Past experience of the firm for providing such services (Manning, Operation with 1st Line maintenance and services for Tugs) and giving details, indicating name of clients served, nature of work attended during the last 5 years with yearly break-up of turn over.
- d. Current Contract(s) in hand.
- e. Personnel details.
- f. Income tax, Sales tax, S.S.T. & S.R.B. valid registration certificate.
- g. Last three years audited Financial Statements.
- h. Registration with other Ports or reputable organizations of shipping field.
- i. Details of litigation if any with the clients.
- j. Integrity Pact.
- k. Photocopies of particulars / valid certificates (attached with Tech Proposals) of afloat staff for four (04) ASD LNG Compatible Tugs must be provided.

2. FORM OF TENDER

The Secretary Port Qasim Authority, Bin Qasim Karachi

Name of Tenderer

TENDER FOR MANNING, OPERATIONS & 1st LINE MAINTENANCE OF FOUR (04) ASD LNG COMPATIBLE TUGS

1. Having made ourselves fully acquainted with the requirements of PQA as detailed in the Tender Document i.e. Invitation and Instructions to Tenderers, Documents to be submitted, General and Special Conditions of Contract, Technical details, Bill of Quantities (Financial offer), we the undersigned offer our Tender in conformity with the said Tender document for Manning, Operations & 1st Line Maintenance of four (04) ASD LNG Compatible Tugs, our prices are quoted in Financial Offer.

Authorized Signature	:			
Address	:			<u> </u>
Telephone	:			
Fax	:			· · · · · · · · · · · · · · · · · · ·
The following annexureGeneral Information	/ documents h	ave been duly filled and are Annexure	being sub	bmitted:
• Experience of the Firm	n	Annexure	_	В
Financial Data		Annexure	_	C
 List of all Ongoing Co 	ontracts	Annexure	-	D
 Personnel Details 		Annexure	-	E
 Main Specification of 	Tug	Annexure	-	F
 Particulars of Afloat S 	taff of each Tu	g Annexure	-	G
 Integrity Pact 		Annexure	-	Н
 Technical Evaluation 	Criteria	Annexure	-	I
 Form of Contract 	• Form of Contract			J
 Performance Bond 	• Performance Bond			K
 Scope of Work for 1st 	Line Maintenai	ce Annexure	-	L
 Consumable Spare Par 	nta anhaand fan	each Tug Annexure		M

- ➤ Constitution of the firm / Company with Copy of Memorandum and Articles of Association / Partnership Deed / Certificate of Registration.
- > Details of litigation, if any.
- Firm / Company Board Resolution authorizing individual/s to sign on their behalf.
- Last three years audited Financial Statements for Pakistani and International firms.
- For Pakistani firms National Tax Number and amount of Income Tax paid during the last three assessment years (state years of assessment) and online verification for Active Tax Payer List (A.T.L) of Tax department to be submitted.
- The rates and prices which we have entered in our Financial Offer are without financial and contractual conditions reservations or implications. These have been duly checked, finalized and are correct in every respect.
- ➤ The quoted prices entered in the Financial Offer and in the Bill of Quantities are fixed, firm and no extra payment is admissible for variations / alteration/addition to comply with the Tender as may be proposed.

3.FINANCIAL OFFER

The rates which we have given in the Financial Offer and all information/data attached to our Tender are complete and without any concealed technical and / or financial reservations or implication. These have been duly checked and are correct in every respect. These rates are fixed and unchangeable throughout the currency of the Contract. Financial offer is submitted in separate sealed envelope clearly marked. Financial offer quoted in US\$ will be evaluated as per the prevailing rates of State Bank of Pakistan at the time of submission of the bids

4. CONTRACT AGREEMENT / WORK COMMENCEMENT

We undertake that if our Tender is accepted we would enter into Contract Agreement with Port Qasim Authority within 07 days from the receipt of Letter of Intent and to commence contractual works within 07 days from the date of signing of Agreement.

5. EARNEST MONEY

As required, we enclose Bid Security (Earnest Money) in the form of Pay Order in favour of Port Qasim Authority amounting to USD.40,000/- (or in US\$ for international firms and in equivalent amount in PKR for local firms), issued by Pakistani Scheduled Bank having a minimum AA local rating or A rating from International rating agencies like Moody's, Fitch and S&P located in Karachi, Pakistan. Bid Security is enclosed with the Technical proposal in a separate envelope. The Earnest Money is refundable.

6. PERFORMANCE BOND

We undertake that if our Tender is accepted we will furnish a Performance Bond of amount equal to 10% of the contract value issued by Pakistani scheduled Bank having a minimum AA local rating or A rating from International rating agencies like Moody's, Fitch and S&P located in Karachi, in favour of Port Qasim Authority, as per format given in Tender document for the due performance of the Contract, in accordance with the Special Conditions of Contract, before the signing of Contract Agreement.

7. VALIDITY OF OFFER

Offer is valid for acceptance up to 180 days from the date of opening of tender.

8. ACCEPTANCE

Unless and until the formal Agreement is executed, this offer, together with the Authority's written acceptance, shall constitute a binding contract between us. We understand that the Authority is not bound to accept the lowest or any offer received and that PQA will not defray any expenses incurred by us in Tendering.

We hereby certify that the prices specified, other information contained in this "Tender" and the Signatures" below are those of duly authorized officers of the Company, having the powers necessary to enter into a bonding contract.

Authorized S Title:	ignature:			
Authorized S Title:	ignature:			
Witness: Title:	- -			
[In case of a cin the space of	Corporation affix sea pposite]:	I		
Signed and sealed	at			
On this	day of		2024	

PART - II INSTRUCTIONS TO TENDERERS

1. Submission of Tender

- a. Tenderers should examine the Tender document carefully, inspect the Tugs and should obtain at their own responsibility and expenses, any information that may be necessary for offering bid of Tender.
- b. The sealed tender package must be addressed to the Office of Director (Operations Maintenance), PQA Karachi, placed in a cover and super scribed "Tender for Manning, Operations & 1st Line Maintenance of four (04) ASD Tug LNG Compatible Tugs".
- c. The sealed tender package must contain two separate sealed envelopes, clearly marked, one containing "Technical Proposal" and other containing "Financial Proposal". Earnest Money in a separate envelope, issued in the name of Port Qasim Authority shall be submitted with Technical and Financial proposals.
- d. The offered Tender must reach the Office of Director (Operations Maintenance), PQA by 11:00 hrs. on 22nd August 2024 (Thursday). The Technical Proposals will be opened at 11:30 hrs. on the same date in the Conference Room, Chairman Secretariat, PQA in the presence of Bidders or Bidder's Representatives who wish to attend.
- e. The "Financial Proposal" of firms found technically qualified (in accordance with Technical Evaluation Criterion) will be opened in presence of their representatives on date and time to be intimated later.
- f. Incomplete and conditional bids shall be rejected at the sole discretion of PQA.

2. Earnest Money

- a. Tenders submitted are to be accompanied with Bid Security (Earnest Money) in separate envelope(s) with Technical Proposal in the form of separate Pay Order of USD.40,000/- issued by Pakistani Scheduled Bank having a minimum AA local rating or A rating from International rating agencies like Moody's, Fitch and S&P, located in Karachi, Pakistan in the name of Port Qasim Authority. Tenders without Bid Security will be rejected.
- b. Earnest Money of all the unsuccessful tenderers will be returned after the tender have been finally decided and Contract is signed by PQA with successive Bidder.
- c. Earnest Money of the successful tenderer shall be retained until such time that Performance Bond under para-5 of the "Special Conditions of Contract" has been duly submitted.
- d. Should any tenderer withdraw his tender after opening of the tender or in case he backs out after acceptance of his tender, his "Earnest Money" shall be forfeited.

3. Entering the quotation in the Financial Offer (Bill of Quantity)

- a. Tenderers are to exercise greatest care in entering their Quotation in the Financial Offer (Bill of Quantity). No request for corrections of any mistakes or for revision of quotations shall be entertained after tenders have been received.
- b. Tenderers are required to quote daily, monthly and yearly charges in the bill of quantity for the Manning, Operations & 1st Line Maintenance to be carried out on Tug.
- c. The quotation must be filled in figures as well as in words and should there be any difference between the two the tender would be considered in words only.

- d. The breakup of the quoted rates for the required services must be given for Tug, covering the cost of
 - 1. Officers / Staff Wages
 - 2. 1st Line Maintenance
 - 3. Overhead & Service Charges
 - 4. Consumable spare parts, paint, Cleaning gear, Safety gear & Consumables
 - 5. Total
- e. Any erasure or over writing by the tenderer will render the tender liable to rejection. Corrections, if any must be made by striking out the errors and entering and signing in full the corrections in ink by the same person who has signed the tender and stamped.

4. Signature of the tenderer and Firm's rubber stamp

All tenders submitted must be signed only by a partner or other person duly authorized to do so on their behalf and should bear seal / stamp of the firm / company. Each page of the tender document must bear the company seal.

5. Acceptance or rejection of the tender

- a. Tenderer will be required to conform strictly to all the terms and conditions stipulated in the tender documents. Tender will not be considered unless" the tender document submitted is issued by PQA, duly signed and stamped by the tenderer on each page. Incomplete and conditional bids are liable to rejection.
- b. No alternation or interpolation should be made by the tenderer in the conditions and other stipulations of this tender. The tenderer should clearly understand that should they make any such alteration or interpolation then their tenders may be rejected without assigning any reason.
- c. Port Qasim Authority reserves the right to reject the lowest or any tender without assigning any reason or to accept any tender at their sole discretion.

6. Performance Bond

- a. The successful tenderer shall submit a Performance Bond from a Pakistani Scheduled Bank having a minimum AA local rating or A rating from International rating agencies like Moody's, Fitch and S&P located in Karachi, Pakistan for the proper and conscientious execution of the Contract before the signing of Contract in the form of a bank guarantee. The amount of the bank guarantee shall be 10% of the total Contract Price.
- b. The Performance Bond will be held until the satisfactory completion of the contract and will be forfeited at the discretion of PQA in case of failure to fulfill all or any of the conditions of the contract irrespective of and without prejudice to any other remedy for such failure which PQA may seek under the terms and conditions of the contract.

7. Execution of Agreement

- a. The successful tenderer shall be required to enter into an agreement with PQA within 07 days from the receipt of Letter of Intent and to commence Contractual works within 07 days from date of signing Contract.
- b. In the event of the successful tenderer failing to enter into any Agreement with Port Qasim Authority within the specified period, PQA shall without prejudice to its right to forfeit the earnest money, and will be at liberty to re-invite tender at the risk, cost and consequences of the successful tenderer.

8. Joint Venture

- a. Joint venture parties are allowed to submit bids. The submitted proposals will be evaluated jointly under the technical evaluation criteria of the Tender document.
- b. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to PQA for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without prior consent of PQA.
- c. Finance department will evaluate leading firm in joint venture.

9. Fraud and Corruption

It is the policy of the PQA to require its staff and its contractor to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, PQA:

- a) Defines, for the purposes of this provision, the terms set forth below:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution: and
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process of the execution of a contract:
 - (iii) "Collusive practices" means a scheme of arrangement between two or more consultants with or without the knowledge of PQA, designed to establish prices at artificial, noncompetitive levels and to deprive PQA of the benefits of free and open competition:
 - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution.
- b) Will reject a proposal for award if it determines that the contractor recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question:
- c) Will sanction a contractor, including declaring the contractor ineligible, either indefinitely or for a stated period of time, to be awarded a PQA contract if it at any time determines that the contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices.

10. Integrity Pact

All firms / companies / organizations desirous of doing business with PQA must sign and submit copy of "Integrity Pact (Annexure H)" along with other documents. This is a mandatory condition without which the pre-qualification application will not be considered.

11. <u>V</u> a	alidity of the offer
	Offer must remain valid for acceptance up to 180 days from the date of opening of tender
	SIGNATURE OF TENDERER

NAME OF THE TENDERER _____

PART - III

GENERAL CONDITIONS OF CONTRACT

PART III – GENERAL CONDITIONS

Definitions and interpretation

Definitions

- 1.1 In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.
- i) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions
- ii) "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
- iii) "Commencement Date" means the date upon which the Contractor receives the notice and the required services are actually commenced as per execution of contract agreement.
- iv) "Contract" means these Conditions (Part 1 and II), the Specifications, the Drawings, the bill of quantities, the tender, the letter of Acceptance, the Contract Agreement and such further documents as may be expressly incorporated in the letter of acceptance or contract agreement (if completed).
- v) "Contract Price" means the sum stated in the letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
- vi) "Contractor" means the person whose tender has been accepted by the Employer/Charterer and the legal successors in title to such person, but not (except with the consent of Employer) any assignee of such person.
- vii) "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.1.
- viii) "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary works0 required for the section and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the permanent works.
- ix) "Cost" means and expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- x) "Day" means calendar day.
- xi) "Drawings" means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.

- xii) "Employer" means the person named as such in part II of these Conditions and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.
- xiii) "Engineer" means the person appointed for the purposes of the Contract to resolve related issues and named as such in Part II of these Conditions.
- xiv) "Engineer's Representative" means a person appointed from time to time by the Engineer under Sub-Clause 2.2
- xv) **"Final Payment Certificate"** means the certificate of payment issued by the Engineer pursuant to Sub-Clause 60.8.
- xvi) "Foreign Currency" means a currency of a country than plan that in which the works are to be located.
- xvii) "Interim Payment Certificate" means any certificate of payment issued by the Engineer other than the Final Payment Certificate.
- xviii) "Letter of Acceptance" means the formal acceptance by the Contractor of the Tender.
- xix) "Letter of Intent" means the formal intention by the Employer of the Tender for signing Contract.
- ("Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.
- xxi) "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent work.
- xxii) "Retention Money" means the aggregate of all monies retained by the Employer.
- xxiii) "Section" means a part of the works specifically identified in the Contract as a Section.
- xxiv) "Site" means the place provided by the Employer where the works are to be executed and any other places as may be specifically designated in the Contract as forming part of the site.
- xxv) "Specifications" means the specifications of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the contractor and approved by the Engineer.
- xxvi) "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the works has been subcontracted with consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
- xxvii) "Taking –Over Certificate" means a certificate issued pursuant to Clause 48.
- xxviii) "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

- "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.
- "Test on Completion" means the test specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works of any Section or part thereof are taken over by the Employer.
- **Time for Completion** means the time for completing the execution of and passing the Test's on Completion of the works or any section or part thereof as stated in the Contract (or as extended under Clause 44) calculated from the Commencement Date.
- xxxii) "Works" means the permanent Works and the Temporary works of either of them as appropriate.
- xxxiii) "Writing" means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

PART - IV

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS

1. **DEFINITIONS**

Throughout the contract documents i.e. Letter of Intent, the conditions of contract, technical specification and pro-forma of Bank Guarantee and appendices the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

a) Employer means Port Qasim Authority (PQA) who will employ the Contractor.

Port Qasim Authority Bin Qasim Karachi-7520, Pakistan Tel No. 9272111-30 Telex No. 22633 QASIM PK Telefax 092-21-4730108

- b) The Employer is **Port Qasim Authority** and the Employer's representative is **Secretary**, **Port Qasim Authority**.
- c) **Contractor** means the person/persons or firm or company whose Tender has been accepted by the P.Q.A., and includes the Contractor's authorized personal representatives, successors and permitted assignees.
- d) **Works** mean the works for Manning, Operations & 1st Line Maintenance of PQA's four (04) ASD Tug LNG Compatible Tugs.
- e) The required work is to be carried out as directed by the Harbour Master or his authorized officer/representative for the tuggage, pilotage, surveillance or any other assigned duties as the case may be pertaining to the requirement of PQA according to the terms of the contract throughout the currency of contract.
- f) **Engineer** means the Director (Ops Maint), Port Qasim Authority or any other person duly appointed by the PQA.
- g) **Engineers Representatives** means the Engineer will appoint an Engineer's representative to assist the fulfillment and carrying out the Engineers duties and responsibilities under the contract.
- h) **Craft Operations** mean the work being executed in accordance with the contract and shall include its satisfactory performances as mentioned therein. This includes but not limited to the operation of Craft for tuggage, berthing / unberthing of ships, pilotage or any other assignment, to be conducted as per standard shipboard practice.
- i) **Harbour Master** means the officer appointed by the PQA to perform the duties of Harbour master and includes his deputies and assistance in so far as they may be authorized to act on his behalf.
- j) Letter of Intent means the formal letter of intent issued by the Employer (PQA) to the bidder informing him of acceptance of his tender.
- k) 'Contract' means the Contractual Agreement between Employer (PQA) and the contractor for the execution of the works and includes the following documents.
 - 1. The Letter of Intent.
 - 2. The Agreement of Contract

- 3. The General & Special Conditions of Contract
- 4. The Financial Offer (Bill of Quantities)
- 5. Performance Bond
- 6. Such further documents as may be expressly incorporated in the letter of intent or agreement of contract.
- 7. Integrity Pact.
- 'Price of the contract' means the price of the accepted tender as given in letter of intent, inclusive of all additions thereto or deductions, there-from, taxes (income tax, corporate tax, S.S.T., S.R.B. taxes is the responsibility of Contractor) as may be permissible under the provisions of the contract.
- m) 'Act' means the physical action of craft to meet the requirements of Port Qasim Authority as per instructions of Harbour Master as detailed in the contract document.
- n) 'Approved' means approved in writing including written confirmation of previous verbal order.
- Approval' means written approval including the aforementioned; any data or documents submitted with the Tender, are only then deemed approved when expressly so fixed in the Contract.

2. Inspections of craft

- a. The craft offered for Manning, Operations and 1st Line Maintenance will be four (04) ASD Tug LNG Compatible Tugs
- b. The joint inspection of the craft, prior to the handing over/taking over of the respective craft will be arranged on any convenient date.
- c. The craft will be kept properly manned as per the requirement of Tender Document and in reliable operational condition on round the clock basis for the required services of PQA and shall be deployed as per instruction of Harbour Master or any other officer authorized by him.
- d. The Contractor will be provided suitable space at Port Qasim premises for establishing his base office and backup support to facilitate proper execution of the contract. The space provided will be charged as per PQA prevailing rates, similarly the facilities of telephone, electricity and water connection to be provided for which charges will be levied on actuals as per the Employer's prevailing rates separately. In case the meter is not installed/or not working the highest of last three months bill is to be charged.

3. Mode of payments

- a. All payments shall be made in 40% USD and 60% Pak Rupees for international and local firms or 100% in Pak rupees for international and local firms. Bills are to be raised on monthly basis. Payment shall be made at the rate on the date of submission of bill as per SBP notified exchange rate on the date of submission of the bill.
- b. The Contractor will submit bills for the manning, operations and 1st Line Maintenance of four (04) ASD Tug LNG Compatible Tugs repairs, (except for fuel, lube oil and grease to be provided by PQA). Charges of the craft on *monthly basis* which are to be verified by the Engineer confirming that the performance of the contractor has been satisfactory, meeting the required availability of the craft and standards of MMD and Classification Society as required under the terms of the contract.

4. <u>Terms of Manning, Operations & 1st Line Maintenance of four (04) ASD Tug LNG</u> Compatible Tugs

- a) The successful tenderer shall make necessary arrangement to Man, Operate and 1st Line Maintenance of four (04) ASD Tug LNG Compatible Tugs of the PQA craft (as per requirement of conditions of Contract) and to commence operations as per instruction of the Harbour Master of PQA.
- b) The craft are required to be manned in accordance with S.R.O. No. 3 (4) 97. P&S II. Vol-II of Pakistan Merchant Policy 2001 and should be surveyed with MMD / Classification society throughout the currency of the contract.
- c) Adequate safety measures to be maintained on board the craft not only for the safety of the craft but also for the staff deputed on respective craft and all the personal safety gears of the crew to be provided by the Contractor.
- d) The manning, operations & 1st Line Maintenance of four (04) ASD Tug LNG Compatible Tugs contract shall be for a period of **Two (02) years commencing from the date of operation in Port Qasim of respective Tugs** which is extendable for further six (06) months on same terms & conditions subject to mutual consent of both parties i:e Employer and Contractor.
- e) The Contractor will be responsible to maintain its own cleaning, safety gears and consumable stores, all kind of OEM recommended filters for efficient / safe operations & 1st Line maintenance of the respective craft placed under his custody. All the onboard officers / crew must at all times comply with the international standards of safety.
- f) All charges and expenditures of these craft on account of manning, operations and 1st Line Maintenance, MMD & Classification Society surveys of four (04) ASD Tug LNG Compatible Tugs, transportation, food, Medical, insurance of Contractor's onboard staff etc. for its efficient operations will be borne by the Contractor. Insurance of craft is responsibility of PQA. If any damage to the onboard machinery and craft occurs by the negligence of Contractor's onboard staff then Contractor at the earliest possibility will repair/rectify the fault on his own expense.
- g) In case of planned laid up / non ops status of the craft for more than 30 days, by mutual consent of Employer and Contractor, manning may be reduced to half.
- h) Daily, weekly, monthly routines of machinery and equipment, pertaining to Engine Room, Deck and Wheel House as and when falling due, meeting the normal shipboard practices, as well as following the Makers/Employers instructions will be the responsibility of the Contractor as decided by the PQA's Harbour Master/ Engineer / Representative.
- i) To conduct any Maintenance and major repairs carried out by the Contractor onboard each Tug to be informed to Engineer PQA, prior starting the work.
- j) All the major activities and the routines carried out onboard the craft are to be recorded daily in the log books, Maintenance Record of the respective craft, to be regularly submitted to Engineer PQA on monthly basis.
- k) Any transfer/posting on Tug will be with the prior approval of PQA's Harbour Master/Engineer.

- In case PQA lays off / de-commissions any of its own craft, then it reserves the right to
 employ its personnel on the vessels being manned by the Contractor. In such an event the
 contractor will be bound to reduce his own staff proportionately and the hiring charges will
 be reduced accordingly.
- m) The Contractor will submit daily attendance of crew on all vessels to Engineer PQA. Wages of any absent will be deducted from the monthly bills, and appropriate action to be taken if non-availability of any Officer/Crew affects the seaworthiness status of Craft.
- n) Any new appointment of Deck officer and engineer on Tug s to be duly approved by the Harbour Master and Engineer PQA respectively.
- o) Any transfer / posting of Deck Crew and Engine Crew will be with the approval of Harbour Master and Engineer PQA respectively.
- p) Contractor's staff to ensure that insulation / megger resistance of all electrical equipment, motors, generators etc., at optimum level and ohms resistance to be recorded on monthly basis. Any defect observed/identified must be rectified by the contractor.
- q) Contractor must ensure that the 1st line maintenance shall be carried out as per the OEM / Maker's recommendations.
- r) Contractor must maintain overall cosmetic and paint conditions of Tug under the contract. Provision / expense of paint and paint work is the sole responsibility of the contractor.
- s) The Contractor must ensure that all 1st line maintenance spare parts and consumable (filters, gaskets, rubber impellers, mechanicals seals etc.) to be provided by the OEM / Maker with warranty and origin certificate.
- t) All essential tools required for 1st line maintenance of main engines, auxiliary engines and all other onboard auxiliaries dismantling / assembly as per requirement of International Classification Society is the responsibilities of the contractor.
- u) Shore based officers / staff mentioned at S.No.2 (i, ii, iii & vi) of Annex 'G' shall possess valid STCW Certificates, CoCs & relative documents in order to utilize as standby staff to perform duties onboard Tug, when and where required.
- v) Daily rate of Manning, Operations & 1st Line Maintenance of Tug is also to cover the cost of consumable stores (Annex 'M') of Tug as well as other costs as referred to under the para 3.d of Instruction to Tenderer.
- w) The major items essentially required for the efficient operation of the respective craft such as Fuel, lubricants including grease, fresh water and major spare parts, other than consumable store as mentioned in (Annex 'M') is to be arranged by the Employer. The requirement of these items however, is to be assessed by the Engineer or his authorized officer in consultation with representative of the Contractor, based on the anticipated requirement/consumption.
- x) Contractor is to provide the list of consumable items and their cost to cover the cost as provided in the B.O.Q form.

y) In case of any 2nd Line Maintenance / major repair being carried out onboard Tug by Employer's workshop, the contractor's shore based technical officers shall supervise along with onboard staff for maintenance / major repair work and submit the job completion report together with satisfactory relevant tests and trials to Chief Engineer, PQA.

5. Performance Bond

- a) The Contractor shall deposit a Performance Bond as surety for the proper and conscientious execution of the contract before the signing of the contract in the form of a Bank Guarantee. The amount of the Bank Guarantee shall be 10% of the contract value. The performance bond shall be issued by Pakistani scheduled Bank having a minimum AA local rating or A rating from International rating agencies like Moody's, Fitch and S&P located in Karachi, in favour of Port Qasim Authority on approved pro-forma of Tender document.
- b) All costs incurred in respect of submission of tender, signing of contract and submission of Performance Bond shall be borne by the Contractor, and Employer will not bear any expenses in this regard whatsoever.
- c) The Performance bond will be released by PQA not later than 30 days following the date of completion of contract subject to issuance of satisfactory completion certificate by the Engineer. In case of submission of performance bond on annual basis, the Contractor shall submit the renewal of the performance bond two weeks before expiry of the performance bond previously submitted. Failing which PQA shall have right to encash the same.
- d) The performance bond is binding, irrespective of variations, changes or time extensions, which are granted or agreed upon. It should be submitted according to the form provided by PQA.

6. Handing/Taking Over of craft

- a) Prior to handing over any of the craft for the required manning to facilitate its efficient operation, the Engineer or Engineer's Representative and the Contractor are to carry out a joint inspections/survey of the respective craft. This joint inspection/survey will be referred to by the Employer for necessary verification, at the time of taking over the respective vessel from the Contractor at the time of expiry/termination, as the case may be, of the contract. Same to be recorded.
- b) The Contractor is to ensure that all the equipment and machinery, as well as the fixtures and fittings as fitted on the respective craft, handed over to him are well maintained and kept in operational condition throughout the contractual period.
- c) The Contractor is liable to hand over the respective vessels with all its machinery, equipment and remaining stock/store, at the time of expiry / termination of the contract, in operational condition, as had been the state at the time of taking over, in accordance to the joint inspection survey report. Any deficiency thereof, should not be on account of Contractor
- d) Similarly the Contractor will ensure that all the fixtures and fittings at the time of expiry/termination of the contract are in the same condition as has been the state at the time of taking over in accordance with the joint inspection/survey report. However normal wear and tear in all cases will be allowed depending upon the extent of the period of contract.

e) Similarly in case any fixtures or fittings of the respective craft under the custody of the Contractor are found missing or damaged at the time of handing over of the craft by the Contractor, the Employer will get the same replaced or repaired as deemed fit to make it functional through its own resources and the cost of the same will be recovered from the outstanding dues of the Contractor.

7. Fitness of Craft

- a) The Contractor should satisfy the Engineer or Engineer's Representative by him in respect of fitness of the craft for surveys of MMD / Class as and when required.
- b) Monthly inspection is to be carried out by the Engineer, or Engineer's Representative to verify that the general upkeep and maintenance of the respective craft under the custody of the Contractor is to the required standards.
- c) All Class and MMD Surveys to be carried out in due time frame. Contractor will be responsible for the successful completion of the Surveys.
- d) To comply with MMD / Classification Society Survey checklist is the responsibility of the contractor.
- e) Any observation or NC issued by MMD / Class due any reason, Contractor will be responsible and subsequently penalty will be imposed by PQA if that effects the issuance of sea worthiness of craft.
- f) Expenditures for all LSA / FFA items and equipment including Fixed Fire Fighting System, Pyrotechnics, GMDSS equipments, Navigation System & Lightning, Life Boat, Life Raft maintenance and validity of certificates will be carried out as per Class / MMD requirement is the responsibility of the Contractor.
- g) All expenses regarding MMD, Classification Society surveys and under water surveys shall be borne by the contractor.
- h) 2nd line maintenance or any major repair work on respective craft, falling beyond the scope of Ship staff, requiring the workshop assistance will be the responsibility of the Employer. However information about any jobs requiring workshop assistance and which may render the subject craft non-operational must be passed on immediately so that the subject craft is duly attended well in time and made readily available to attend the required assignments. To diagnose the defect and to suggest the engineering solution will be responsibility of the craft engineer. If any defect occurs and is beyond scope of ship staff it will be first of all verified by the Contractor's rep. and then PQA Engineer or his rep., informed to get the job done through workshop assistance if required. All repairs by workshop or at dry dock will be monitored / supervised by ship staff.

8. Local Taxation.

- a) It is deemed that the prices tendered by the Contractor include all the business, sales, income tax, S.S.T., S.R.B. taxes and other taxes, levies and charges that may be levied in accordance with the laws and regulations from time to time being in force in Pakistan.
- b) Nothing in the Contractor shall relieve the Contractor from his responsibility to pay income tax including GST, SST, SRB taxes and other taxes that may be levied in Pakistan as per the prevailing rates of Government of Pakistan in respect of the Contract.

9. Damage to Persons and Property

The Contractor shall indemnify the PQA by his own means against all losses and claims in respect of death or injury to any person or loss of or damage to any property, which may arise out of or in consequence of the execution of the Craft Operation and against all claim, proceedings, damages, cost, charge and expenses whatsoever in respect thereof or in relation thereto.

10. Giving of Notices & Payment of Fees, Taxes & duties

- a) The Contractor is solely responsible for all corporation, profit and trade taxes, GST S.S.T., S.R.B. taxes and the like, to be paid in Pakistan or elsewhere. The PQA will deduct advance income tax from the payment of the bills of the contractor in accordance with the prevailing Income Tax Law of Pakistan. The PQA does not assume any liability whatsoever for such taxes and duties imposed on the Contractor.
- b) The Contractor shall keep the PQA indemnified against all penalties and liabilities of every kind for breach of any such statue ordinance law and bylaw. The PQA will not effect any payment whatsoever to the Contractor in this connection, as all relevant amounts must have been included by him in the unit prices at the time of submitting his Tender. The Contractor shall obtain at his expense, all necessary import licenses, and cost of all Insurances of Contractor's onboard staff to be effected under the contract shall be borne by him.

11. Certificates and Payments

- a) The Contractor will submit bills for the manning charges of the craft on monthly basis which are to be verified by the Engineer confirming that the performance of the Contractor has been satisfactory, meeting the required availability of craft and standards of MMD / CLASS as required under the terms of the Contract.
- b) The Employer will make the payment within 45 days from the date of the submission, verification and certification of bills approved by Engineer's Representative and the Engineer.

12. Anchorage / Berthing Facilities:

The craft will normally be stationed at a place in Port Qasim water to be decided by Harbour Master.

13. Readiness of Craft

The respective craft will be considered ready for operational duties, when the subject craft sails out from the Jetty/parking area or from any other place as designated after having been ordered through VHF message by the Harbour Master office to attend the required services. Time of sailing shall be the time when the subject craft as ordered through VHF message by PQA control tower, sails out for performing the required task as per instruction of Harbour Master. Harbour Master's decision in respect of time of sailing of subject craft shall be final.

14. Liquidated Damages:

a) In case of failure by Contractor to provide any of the craft service to the Port, at any time of the day / night control on Port Harbour Master's demand (within 30 minutes) the contractor shall pay liquidated damages to PQA equal to three times the daily quoted calculated per hour rate for each unattended hour till it reports its readiness to attend the needful as required.

- b) If the craft called through VHF has not physically moved from the place of Parking, within 30 minutes for the required place for the assignment, the said liquidated damages will be effected, for the period of delay from the time VHF message is passed till the time it physically moves (excluding first 30 minutes) and reports readiness for duty as directed by Harbour Master.
- c) In case of delay resulting in cancellation of the acts for the entire day due to failure of the Contractor in providing craft on PQA Harbour Master's demand, then the said liquidated damages would be charged double of the daily quoted rates.
- d) The Engineer will verify these reported non-availability hours/days of the subject craft and will be the sole judge for making such deductions.
- e) In case of non-availability of required on board staff as per requirement of the Tender document by Contractor, contractor shall pay liquidated damages to PQA equal to three times the daily quoted rates.

15. Hindrance in Safe Navigation

If due to any mishap or accident of whatever nature because of negligence of the ship staff of any of the Tug under contractor custody if becomes hindrance in safe navigation or in movement of the craft within the Harbour, it is the responsibility of the Contractor to remove that obstruction immediately or not later than a period of 07 days at his own risk and cost entirely to the satisfaction of the Engineer/Harbour Master. Otherwise after a lapse of seven days, PQA will get it removed and all the expenses incurred on such removal will be recovered from the Contractor.

16. Termination of the Contract

- a) That in case either of the parties, i.e PQA or the Contractor is not satisfied with the performance of other party, then in such circumstances the party aggrieved shall serve a notice to the other party describing the cause for such dissatisfaction and calling upon them to improve its services / working within a period of 7 days.
- b) That if such defaulting party, upon whom 7 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.
- c) In case of termination notice given by the Contractor, the Contractor will keep delivering the services till alternate arrangements are made by PQA.
- d) In case Employer terminates or cancels the contract for any reason, handing over of craft will take place as referred to under para 6 of Special Conditions of Contract.
- e) In case Employer terminates or cancels the contract it shall be at liberty to award the contract to another Contractor without any liability toward the Contractor.
- f) In case Employer terminates or cancels the contract due to unsatisfactory performance and or any negligence of the Contractor in completion of the contract, the Contractor shall indemnify PQA for any loss suffered by PQA by awarding the Contract to any other Contractor.

17. <u>Legal Basis</u>, <u>Arbitration – Settlement of Disputes</u>

- a) This agreement will be subject to law of Pakistan and Pakistani courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of the Contract. The Contractor hereby submits to the jurisdiction of the Pakistan courts for the purpose of any such actions and proceedings.
- b) In case of any disputes, in connection with or arising out of the Contract the matter shall be referred to the Engineer who shall settle it and give his decision within 15 days after having been requested to do as in writing. The decision of the Engineer in respect of every matter as referred shall be final and binding upon the Contractor until completion of works and shall forthwith be given effect by the Contractor, who shall proceed with the works with all due diligence, whether he requires arbitration as hereinafter provided or not. If Engineer has given written notice of his decision to the Contractor and no claim to arbitration has been communicated to him by the Contractor within a period of 15 days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Engineer fail to give notice of his decision after being requested as aforesaid within a period of 15 days after being requested as aforesaid /or if the Contractor should be dissatisfied with any such decision then the Contractor may within 15 days after receiving notice of such decision or within 15 days after the expiration of the first name period of 15 days as the case may be require that the matter in dispute be referred to arbitration as hereinafter provided.
- c) This arbitration will be carried out according to the Pakistan Arbitration Act 1940 or any statutory modification or re-enactment thereof for the time being in force. The arbitration will be held in Karachi, Pakistan. The dispute / differences will be submitted to two arbitrators, of whom one will be nominated by the PQA and the other by the Contractor. The arbitrators before entering upon their reference will appoint an umpire by mutual agreement and if they do not agree a judge of superior court should appoint the umpire, the award for arbitrator should be unspoken final and binding on both the parties.
- d) All disputes and differences for which the eventual decision of Engineer is not final and binding shall be finally settled by the arbitrators / umpire nominated under this provision.
- e) The Contractor shall not suspend/abundant the works before/during/after arbitration and if having done so, the Contractor hereby accepts the liability of the loss/damages resulting thereof to PQA.

TO BE SUBMITTED SEPERATELY IN SEALED ENVELOPE

PART - V

FINANCIAL OFFER

BILL OF QUANTITY FOR MANNING, OPERATIONS & 1ST LINE MAINTENANCE FOR FOUR (04) ASD LNG COMPATIBLE TUGS (3 X 75 TBP AND 1 X 85 TBP)

S. No	PAY ITEM	DAILY RATE	MONTHLY RATE	YEARLY RATE	AMOUNT
1	Providing manpower, duly qualified to meet the requirement of MMD for safe operation & to maintain the Tug according to MMD/Class standards				
	to keep the Tugs in shipshape condition to facilitate berthing/un berthing of ships and any other assignment as directed and decided by PQA Harbour Master.				
	A. Tug Master 01 Valid Class-I C.O.C., Valid GMDSS Certificate & STCW2010 certificates with valid Pakistani equivalency Endorsement Certificate. Age should not be more than 55 years. Minimum five (05) years of sea experience as Master (with Class-I C.O.C.) on ASD LNG Compatible Tugs.				
	B. Chief Engineer 01 Valid Class-I C.O.C. & STCW 2010 certificates with valid Pakistani equivalency Endorsement Certificate. Age should not be more than 55 years Minimum 05 year's sea experience as Chief Engineer (with Class-I C.O.C.).				
	C. Chief Officer 01 Valid Class-II C.O.C., Valid GMDSS Certificate & STCW 2010 certificates with valid Pakistani equivalency Endorsement Certificate. Age should not be more than 55 years. Minimum five (05) years of				
	sea experience as Chief Officer (with Class-II C.O.C.) on ASD LNG Compatible Tugs.				
	D. 2 nd Engineer 01 Valid Class-II C.O.C. & STCW 2010 certificates with valid Pakistani equivalency Endorsement Certificate. Age should not be more than 55 years. Minimum 05 years of sea experience as 2 nd Engineer (with Class-II C.O.C.).				
	E. ETO / ETR (Electrical Engineer) 01 Valid ETO / ETR certification & STCW 2010 certificates with valid Pakistani equivalency Endorsement Certificate and past sea experience of five (05) years of working in the same rank. Age should not be more than 55 years.				
	F. AB Valid STCW 2010 certification. Age should not be more than 40 years. Minimum 03 years of sea experience as AB.				
	G. Oiler 02 Valid STCW 2010 certification. Age should not be more than 40 years. Minimum 03 years of sea experience as Oiler.				

	H. Cook 01 Valid STCW certifications and past sea experience of three (03) year of working in the same rank. Age should not be more than 45 years.			
2	1 st Line Maintenance			
3	Overhead and service charges			
4	Monthly charges for 1 st line maintenance consumable Parts, Paints, Cleaning and Safety Gears.	N/A		
5	TOTAL			

NOTE

- a. Bills are to be raised on monthly basis.
- b. All payments shall be made in 60% PKR and 40% in USD. The rate on the date of submission of bill or as the case may be interbank floating rates subject to be approval of GOP / State Bank of Pakistan prevailing on the date of submission of bills.
- c. Period of contract is two (02) years (extendable upto 06 months) on same terms & conditions.
- d. BOQ to be filled separately for each ASD LNG Compatible Tug.

Authorized Signature & Seal

SUMMARY / BREAK UP OF THE QUOTED RATES FOR MANNING OPERATIONS AND 1ST LINE MAINTENANCE OF 03 X 75 TBP And 01 X 85 TBP ASD LNG COMPATIBLE TUGS (1ST YEAR)

CRAFT	OFFICERS & STAFF WAGES	1 ST LINE MAINTENANCE	OVERHEAD & SERVICE CHARGES	CONSUMABLE SPARE PARTS, CLEANING GEARS, PAINT & SAFETY GEAR	60% COST PER YEAR IN PKR	40% COST PER YEAR IN USD	TOTAL COST for 1 ST YEAR

1ST YEAR COST (INCLUDING ALL TAXES) FOR ALL 04 CRAFT (In figures and in words) =

Note:

- a. MMD / Class surveys are the responsibility of the Contractor during the contract period.
- b. Financial offer quoted in USD will be evaluated as per the prevailing rates of State Bank of Pakistan at the time of submission of bids.

Authorized Signature & Seal

SUMMARY / BREAK UP OF THE QUOTED RATES FOR MANNING OPERATIONS AND 1ST LINE MAINTENANCE OF 3 X 75 TBP And 1 X 85 TBP ASD LNG COMPATIBLE TUGS (2nd YEAR)

CRAFT	OFFICERS & STAFF WAGES	1 ST LINE MAINTENANCE	OVERHEAD & SERVICE CHARGES	CONSUMABLE SPARE PARTS, CLEANING GEARS, PAINT & SAFETY GEAR	60% COST PER YEAR IN PKR	40% COST PER YEAR IN USD	TOTAL COST for 2 nd YEAR
2 nd YI	2 nd YEAR COST (INCLUDING ALL TAXES) FOR ALL 04 CRAFT (In figures and in words) =						

TOTAL COST ($1^{ST} + 2^{ND}$ YEAR) OF ALL FOUR (04) CRAFT FOR TWO YEARS (IN FIGURES AND IN WORDS) =

Note:

- a. MMD / Class surveys are the responsibility of the Contractor during the contract period.
- b. Financial offer quoted in USD will be evaluated as per the prevailing rates of State Bank of Pakistan at the time of submission of bids.

Authorized Signature & Seal

PART- VI

ANNEXURES

GENERAL INFORMATION

Company Name:
1. Head Office Address
Tel. No. E.mail. Fax No.
2. Regional Office Address (if any)
Address:
Tel.NoE.mailFax No
3. Local Office Address (if any)
Address:
Tel.NoE.mailFax No
4. Name and position in the organization, of the person to be contacted.

EXPERIENCE OF THE FIRM:

Main Lines of Business:			
1	Since		
1			
2	Since		
3	Since		
4			
	Since		
	Since		
5			
J			
	Since		
6	Since		
7	Since		
8			
	Since		
	Since		

Attach copy of certificate and ownership.

BIDDER'S FINANCIAL DATA

A. Summary of assets and liabilities on basis of the audited financial statements of the last three (03) financial years.

		Year-01	Year-02	Year-03	Total of last 03 years	Average of last 03 years
1.	Gross. Revenue					
2.	Total Assets					
3.	Current Assets					
4.	Total Liabilities					
5.	Current Liabilities					
6.	Net Worth (2-4)					
7.	Working Capital (3-5)					

B. Attach copies of the Audited financial statement of the last three (03) financial years.

LIST OF ALL ONGOING CONTRACTS

NAME OF CONTRACT	VALUE	NAME OF CLIENT	SCHEDULED COMPLETION DATE
TOTAL VALUE			

PERSONNEL DETAILS

Sector	Name(s)	Age	Total Exp.	Key Qualification/ Education	Designation	Relevant Experience
General Management						
Administration						
Technical Management						
Site Supervision						
<u>Others</u>						

NOTE: A brief of the work experience of each key staff be attached.

MAIN SPECIFICATIONS OF 3 x 75 TONS BOLLARD PULL ASD LNG COMPATIBLE TUGS

Length x Beam x Draft	32 x 12.8 x 6.0 (Meters)
Hull Type	Steel
Bollard Pull	75 Tons
Main Engines	Cat 3516 C 2350 kW @ 1800 R.P.M
Power Rating	2350 kW x 2
Propulsion System	Rolls Royce US 255 FP 2800 mm Propeller
Speed Knots	13 Knots
Generator KW.	2 x CAT C4.4 99 KW
Harbour Generator	1 x Masterpower Generator Engine Brand: KUBOTA Engine Model: V3800T Prime Power: 45 kVA Standby Power: 50 kVA
Accommodation	10 Persons

MAIN SPECIFICATIONS OF 1 x 85 TONS BOLLARD PULL ASD LNG COMPATIBLE TUG

Length x Beam x Draft	32 x 12.8 x 6.0 (Meters)
Hull Type	Steel
Bollard Pull	85 Tons
Main Engines	Caterpillar 3516 C 2525 kW @ 1800 R.P.M
Power Rating	2525 kW x 2
Propulsion System	Rolls Royce US 255 S FP 3000 mm Propeller
Speed Knots	13 Knots
Generator KW.	2 x CAT C4.4 99 KW
Harbour Generator	1 x Masterpower Generator Engine Brand: KUBOTA Engine Model: V3800T Prime Power: 45 kVA Standby Power: 50 kVA
Accommodation	10 PERSONS

PARTICULARS OF AFLOAT STAFF OF EACH TUG - TOTAL 04 TUGS

REQUIREMENT OF MANNING, OPERATIONS 1ST LINE MAINTENANCE FOR FOUR (04) ASD LNG COMPATIBLE TUGS

1) Tug Master

01

Valid Class-I C.O.C., Valid GMDSS Certificate & STCW2010 certificates with valid Pakistani equivalency Endorsement Certificate. Age should not be more than 55 years. Minimum five (05) years of sea experience as Master (with Class-I C.O.C.) on ASD LNG Compatible Tugs.

2) Chief Engineer

01

Valid Class-I C.O.C. & STCW 2010 certificates with valid Pakistani equivalency Endorsement Certificate. Age should not be more than 55 years Minimum 05 year's sea experience as Chief Engineer (with Class-I C.O.C.).

3) Chief Officer

01

Valid Class-II C.O.C., Valid GMDSS Certificate & STCW 2010 certificates with valid Pakistani equivalency Endorsement Certificate. Age should not be more than 55 years. Minimum five (05) years of sea experience as Chief Officer (with Class-II C.O.C.) on ASD LNG Compatible Tugs.

4) 2nd Engineer

01

Valid Class-II C.O.C. & STCW 2010 certificates with valid Pakistani equivalency Endorsement Certificate. Age should not be more than 55 years. Minimum 05 years of sea experience as 2nd Engineer (with Class-II C.O.C.).

5) ETO / ETR (Electrical Engineer)

Valid ETO / ETR certification & STCW 2010 certificates with valid Pakistani equivalency Endorsement Certificate and past sea experience of five (05) years of working in the same rank. Age should not be more than 55 years.

AR

02

02

Valid STCW 2010 certification. Age should not be more than 40 years. Minimum 03 years of sea experience as AB.

7) Oiler

Valid STCW 2010 certification. Age should not be more than 40 years. Minimum 03 years of sea experience as Oiler.

8) Cook 01

Valid STCW certifications and past sea experience of three (03) year of working in the same rank. Age should not be more than 45 years.

NOTE: Copies of valid Seaman Service Book, C.O.C., Endorsement Certificate, STCW 2010 Certificates and proof of sea experience of required ranks shall be attached with Technical Proposal. In case of failure for the submission of relevant documents with the technical bid/proposal, bids will not be evaluated.

NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE INTEGRITY PACT

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

TECHNICAL EVALUATION CRITERIA

The evaluation criteria for Technical qualification of Tenderer firms is given as under:

Mandatory Requirements:

- 1. Must comply with **Annex 'G'**
- 2. Valid Registration Certificate of Income Tax, Sales Tax, S.S.T. & S.R.B.
- 3. Last three years audited Financial Statements. Incase of Joint Venture, last 03 years audited financial statements of all members of Joint Venture will be provided.
- 4. The minimum points to qualify for financial bid opening are 60 and firm shall qualify in each category
- 5. The Joint venture members will be evaluated jointly.

S#	Description		Min. Marks	Max. Marks
1.	Status of firm			
	Public limited /Multinational	maximum 10 Points	06	10
	Private Limited	maximum 08 Points		
	Private Owner	maximum 06 Points		
2.	Professional Capability of Shore Based Staff			
	i) Master Mariner F.G (CoC Class-I)	maximum 5.0 Points		
	With minimum 5 years of experience in same rank			
	ii) Chief Engineer (CoC Class-I)	maximum 5.0 Points	15	25
	With 5 years of experience in same rank			
	iii) Chief Officer F.G/ 2 nd Engineer (01 Point each)	maximum 5.0 Points		
	With 3 years of experience in same rank			
	iv) Finance Consultant (MBA, C.A./ICMA/M.Com)	maximum 04 Points		
	v) Office Manager (Graduate) with min 05 years service	maximum 03 Points		
	vi) Electronics / Electrical Engineer (ETO/ETR)			
	(01 Point each)	maximum 03 Points		
3.	Past Experience of providing services to handle Ships a	at any Port/ Terminal		
	• 10 points each year		30	50
	Financial Soundness			
4.	a. Gross Revenue			
	 Minimum USD 5.0 million, 01 point for every 	maximum 10 Points	06	10
	additional USD 01 million			
	b. Working Capital			
	Minimum USD 1.0 million, 1 point for every	maximum 05 Points	03	05
	additional USD 01 million			
	Total		60	100

Note:

- 1) Provision of relevant documentary evidence is sole responsibility of Tenderer. . In case of failure for the submission of relevant documents with the technical bid/proposal, bid will not be evaluated.
- 2) Bid price shall only be stated in the Financial Proposal and shall not be mentioned anywhere in / with the Technical Proposals.

FORM OF CONTRACT

CONTRACT FOR MANNING, OPERATIONS & 1ST LINE MIANTENANCE OF FOUR (04) ASD LNG COMPATIBLE TUGS

THIS	CC	ONTRACT is made at Karachi / Islamabad on thisday of 2024,
		PORT QASIM AUTHORITY, KARACHI, PAKISTAN established under Port
		authority Act, 1973 (Act XLIII of 1973), hereinafter referred to as the
		YER" (which expression shall where the context so requires and admits, include
		sors-in-interest and assign) of the ONE PART.
		AND
M/S		
comr	anv	incorporated under the law of, having registered office at
Comp	, arry	hereinafter referred to
as th	e "C	CONTRACTOR" (which expression shall wherever the context so requires and
		clude its successors-in-interest and assign) of the OTHER PART.
uaiiii	, 111	orace his successors in interest and assign) of the orienter.
WHE	REA	AS the Employer desires to award certain works i.e., manning, operations &
		naintenance of four (04) ASD Tug LNG Compatible Tugs as per terms and
		s of Tender Documents for a period of two (02) years (extendable upto
		s) on same terms & conditions, which should be executed by the Contractor, as
		to the Contractor for the execution and completion of such works and the
		g of any defect/s therein
eme	ayını	g of any defect/s therein
1.	WI	EREAS the Contractor being authorized and qualified Contractor dealing with the
1.		works to undertake in consideration of the agreed daily rates as quoted for
		ective vessels which is as under:-
	i) Tu	ng
2	The	Contractor shall perform the works as defined in and in accordance with the
		Contractor shall perform the works as defined in and in accordance with the incial Offer (Bill of Quantity) Provision of Letter of Intent (LOI) titled "Contract
		Manning, Operations and 1 st Line Maintenance of four (04) ASD Tug LNG
	Con	npatible Tugs".
3.	In t	his agreement, words and expressions shall have the same meanings as are
		ectively assigned to them in the General / Special Conditions of the Contract
		inafter referred to.
	пете	matter referred to.
4.	The	Contract documents shall consists of the following documents, which be deemed
		orm and be read and construed as part of this contract agreement.
	i.	Tender Notice date
	ii.	The Bid form, Bill of Quantities (meeting schedule of requirement), and any
	11.	technical schedule submitted by the Bidder.
	iii.	Technical specifications
		General Conditions of the contract
	1V.	
	V.	Special Conditions of the contract
	vi.	Letter of Intent Letter of Acceptance by Contractor
	711 .	Letter of Acceptance by Contractor
	iii. :	Performance Bond
	ix.	Integrity Pack
	X.	Any other related documents, significant to be integral part of Contract
2	xi.	Insurance documents for security of staff onboard

- xii. Financial offer (Bill of Quantities)
- xiii. If at any time in future PQA decides to man the vessels through its own manpower during the currency of this contract, then it reserves the right to terminate the existing contract giving sufficient notice as per Clause-16 of Special Condition of Contract, PART IV(Termination of Contract)
- 5. That the above-mentioned documents contain the entire contract between the parties hereto and shall not be modified in any manner except by a protocol in writing signed by respective parties.
- 6. In consideration of the payments to be made by the Employer to the Contractor as hereafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works in conformity and in all respects with the provision of the Contract, which includes Manning, Operations & 1st Line Maintenance of four (04) ASD Tug LNG Compatible Tugs to Port Qasim, Karachi, corresponding services, supplies and satisfactory tests and trials and subsequent guarantee period as per tender requirements.
- 7. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works as per provision of the contract, the Contract sum or such other sums as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.
- 8. IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws in force in Pakistan on the day and year first above written and signed on the day stated above.

EMPLOYER	CONTRACTOR		
Secretary Port Qasim Authority	Contractor / Proprietor of Bidder		
Official Seal	Firm Official Seal		
1) WITNESS	1) WITNESS		
1	1		
2	2		

(Non – judicial stamp paper of appropriate value) PERFORMANCE BOND

BY THIS BOND WEBank)	(hereinafter called the Surety
whose registered office is at	on behalf M/s
are held firmly bound into the PORT QASIM AUT in the sum of Rupees for the payment of successors and assigns jointly and severely by these payment of sealed with our seal and dated thisday of	which sum the Surety bind themselves, their presents.
WHEREAS, the Contractor and the Employer have econtract") for the Manning, Operations & 1st Line Compatible Tugs, vessels of the Employer and coprovision of the contract	e Maintenance of four (04) ASD Tug LNG
And on our representation that, we as Surety wil mentioned in the above written bond represents the strong for the due fulfillment of the contract.	
NOW THE CONDITION of the above-written Boperform and observe all the terms, provision, condition Contractors part to be performed as observed accorring thereof and accepted/acknowledged by Employer as I the Contractor of the which default the Employer shatisfy and discharge the damages sustained by the above-written Bond, then this obligation shall be not and remain in full force and effect and surety shall upto the amount of this Bond immediately without raising the question whether there was default or not the agreement between the employer and the contrate be executed, completed and maintained thereunder under the contract nor any forbearance in or in respective Surety from any liability under the above-written.	tions and stipulations for the Contract on the ding to the true purport, intend and meaning naving been duly performed or if in default by nall be sole judge the surety shall pay, settle, a Employer thereby up to the amount of the ll and void and but otherwise shall be valid pay to the employer on demand by Employer a reference to the contractor or any one else but no alteration in terms of contract made by actor or in the extent or nature of the Works to and no allowance of time by the Employer ect of any employer shall in any way release Bond.
SIGNED SEALED AND DELIVERED by the	(name of surety)
(address of the surety)	(name of the
Registered Office address of the contractor	
Signature	
Name	
In the presence of	

SCOPE OF WORK FOR 1st LINE MAINTENANCE

Maker's instructions must be followed in order to carry out 1st Line Maintenance. Intervals of activities can be slightly adjusted either way, according to experience gained and operating conditions of the Tugs. Items / consumable spare parts which could not be covered in (Annex 'M' but not limited to) are to be maintained as per shipboard practice regularly. Safety precautions to be taken before commencement of each activity as described below:

- 1. Contractor is to define / develop relevant documentation and Job Information Card to facilitate regular maintenance.
- 2. Renewal of all filters i.e. pneumatic, hydraulic, fuel/diesel oil, lube oil, air, a/c plant dryers, turbo chargers filters as recommended by the O.E.M. or when required. Sea suction strainers and sea water/fresh water line filters cleaning and renewal (if required). Cleaning of all coolers i:e for Lube oil systems, sea water systems and fresh water systems etc. and chemical cleaning of AC condenser.
- 3. Cleaning of sump, crankcase, fuel oil tanks, header tanks fresh water tanks and aft peak tanks as recommended or when required.
- 4. Oil and Coolant renewal of main and auxiliary systems, ASD system, winches, cranes, harbour generator and all other onboard machineries according to running hours / intervals as recommended by OEM (Oil will be supplied by the Employer whereas Coolant will be supplied by the Contractor). Same to be recorded in the Log book. Contractor must ensure to inform Chief Engineer PQA in writing well before due time, regarding oil change job. Oil sample testing of main and auxiliary system, ASD system, winches, cranes etc. to be carried out on monthly basis is the responsibility of the contractor. Laboratory test reports of oil should be submitted to Chief Engineer PQA on every month end.
- 5. Maintenance of ECR, Bridge and Accommodation furniture. Replace with new items when and where required. Good housekeeping and proper hygiene conditions onboard tugs to be maintained round the clock as per International Marine Standards.
- 6. All Clearances and tolerances to be measured/checked as per recommendations by the OEM, same to be recorded in log book and report should be submitted to Chief Engineer PQA on monthly basis.
- 7. Air starters / electrical starters of machineries to be checked on daily basis for proper functioning.
- 8. Foundation bolts tightness of all onboard machineries, engines and engine mountings etc. to be checked as per recommendations by the OEM and same to be recorded in the log book.
- 9. Weekly Safety Checks routine for safety lamps, bilge alarms, fire alarms, fixed firefighting system checks / alarms, LSA, FFA and safeties of all other onboard machineries and equipments to be carried out as per International marine standards and practices followed onboard merchant ships. Same to be recorded in terms of Saturday safety checks routines in log book. Detailed weekly safety checks reports to be submitted on monthly basis to Chief Engineer PQA.

- 10. Rectification of all leakages, if any, from joints, ferrule joints of all onboard systems on day to day basis. Mechanical seals of all onboard fresh and sea water pumps including attached pumps (In case of any leakage / damage) to be replaced with new spare (OEM recommended). Impellers of attached pumps (Main and Auxiliary Engines) to be replaced with new spares (OEM recommended) in-case of any leakage / damage. All onboard temperature and pressure gauges to be checked for correct readings and replace with new spares (OEM Recommended) as and when required.
- 11. Checking of firm sealing of electrical cables. Connecters and contactors must be rust free. All sensor glands must be leakage free.
- 12. Self-starters must be checked for tightness of cables, cable plugs and insulation. Carbon brushes must be checked and after dust is blown out to be washed with CTC. Bushes and bearings must be checked and renew if required.
- 13. Insulation of onboard generator & motor windings must be checked as recommended by the OEM, simultaneously connections must be checked for proper fastening. Megger testing report should be submitted to PQA Engineer on monthly basis.
- 14. All types of onboard Switch Boards, Electric panels and Junction Boxes must be checked for general cleanliness, adequate cooling, emergency stop switches & their relays must be blown dry by hot air to remove dust etc. In case of any switch, breaker or relay found faulty, renewal of same is the responsibility of the Contractor. Insulation resistance of all cables, passing through with 500 volts megger:
 - * Cable from generators to panel
 - * Cable from panel to starter of the motor
 - * Cable from DBs to consumer circuit
- 15. All meters mounted on the panels must be checked for zero adjustment and other functions, replace with new spares (OEM recommended) as and when required.
 - * Reverse Power relay, Over current trip, Preferential Trips, manual synchronizing, cables and wires for overheating, fuses as described in Maker's instructions manual, to be checked on monthly basis and same to be recorded in log book. Detailed reports to be submitted to Chief Engineer PQA on monthly basis.
- 16. Maintenance and renewal (as & when required) of onboard shore supply cables, shore supply extension cables (if any) and shore supply cable connectors is the responsibility of the contractor. Onboard breakers to be checked for proper functioning and general cleanliness. Phase sequence meters, wires and their lugs, interlocking system with MSB to be checked.
- 17. Lubrication/greasing of all bearings and lubrication points on regular intervals.
- 18. Maintenance and replacement of tube lights, LED lamps, Navigational lights, Deck, Engine room & Accommodation lights, light starters, fuses and contactors with new spares when and where required.
- 19. All the jobs pertaining to daily / regular maintenance routines as described in Maker's / OEM'S instructions manual of the machineries to be carried out and recorded in log book.

- 20. In case where major repair / major maintenance work under the Instructions Manual or OEM recommendation is required, Contractor's onboard Chief Engineer with consultation of Shore based Chief Engineer, will in writing ask the Employer for the execution of the job on time.
- 21. Maintenance of all onboard Galley and pantry equipments (Fridge, Water Dispenser, Microwave Oven, Dish Washers, Hot Plates, Sink with fittings, Lights, etc. but not limited to) and replacement of faulty items (If any) with new spare (as per sample) as and when required. HACCP to followed and proper hygiene conditions of galley and pantry to be maintained at all times as per International Marine Standards and practice.
- 22. Maintenance of all type of installed batteries e.g. main, auxiliary, harbour generator, emergency batteries etc. Replace with new batteries as and when required.
- 23. Contractor's Master of the respective Craft ensure Safety Drills i.e. fire-fighting drills, oil spill drill, life boat drill, man overboard drill etc. to be conducted on weekly basis as per International marine standards and practices followed on merchant ships and SOLAS. Same to be recorded in engine and deck log books. Detailed weekly safety drill reports conducted onboard craft shall be submitted to Harbor Master PQA on monthly basis.
- 24. To maintain the craft in clean and tidy condition as per International Marine Standard and Practice. Under no condition Contractor/Contractor's Officer/ Staff is allowed to commence any work/job/operation in violation of MARPOL, SOLAS, ISPS and ISM.
- 25. Contractor must maintain overall cosmetic and paint conditions of Tugs as per the Paint Scheme under the contract. Anti-Skid of Main deck of Tug must be maintained in good condition.
- 26. Leakage test and servicing of main Air Conditioning system, engine control room split AC, wheel house cassette type AC installed onboard PQA craft under the contract is to be carried out on regular basis along with replacement / renewal of system filters, dryers and condenser cleaning. Same must be recorded in log book. In case of any leakage found in above mentioned types of AC systems shall be rectified and gas charging to be done as per system's requirement, is the responsibility of the contractor.
- 27. Inventory record of consumed and remaining consumable spares and stores to be submitted to Chief Engineer PQA on monthly basis.

Annex-M

MINIMUM REQUIREMENT OF CONSUMABLE SPARE PARTS ONBOARD FOR EACH ASD LNG COMPATIBLE TUG

No.	Item	Minimum Qty. Req. on each Tug but not limited to.
1	Hand Lamps	2 Pcs
2	Spare bulbs for Hand lamps	6 Pcs
		1 complete set inclusive of
3	Tool box with standard tools	pliers, screw drivers, cutters
4	Deck, Engine & Accommodation cleaning gears, material & Cleaning Chemicals (Note: Housekeeping and cleaning on regular basis as per International Marine Standard Practice)	2 Set
5	Oil filter (Main Engine)	60 Pcs
6	Fuel Filter (Main Engine)	84 Pcs
7	Air filter primary (Main Engine)	15 Pcs
8	Fuel / Water Separator Filter (Main Engine)	12 Pcs
9	Breather air filter (Main Engine)	12 Pcs
10	H.T thermostats with set of O-Rings / Gaskets for thermostat housing (Main Engine)	6 Nos.
11	L.T thermostats with set of O-Rings / Gaskets for thermostat housing (Main Engine)	4 Nos.
12	A/C System V-Belts	12 Pcs
13	O- Ring (Main Engine)	2 Pcs
14	Oil filter (Auxiliary Engine)	24 Pcs
15	Fuel filter primary (Auxiliary Engine)	18 Pcs
16	Fuel filter secondary (Auxiliary Engine)	18 Pcs
17	Fuel / Water Separator Filter (Auxiliary Engine)	12 Pcs
18	Air filter primary / secondary (Auxiliary Engine)	12 Pcs
19	Thermostat with set of O-Rings / Gaskets (Auxiliary Engine)	3 Nos.
20	V-Belt (Auxiliary Engine)	12 Pcs
21	Breather air filter (Auxiliary Engine)	12 Pcs
22	Lube oil filter (Harbour Generator)	12 Pcs
23	Fuel filter (Harbour Generator)	12 Pcs
24	Air filter primary (Harbour Generator)	12 Pcs
25	Air filter secondary (Harbour Generator)	12 Pcs
26	Breather filter (Harbour Generator)	12 Pcs
27	V-Belts (Harbour Generator)	6 Pcs
28	Synthetic Air Filter (A/C)	4 Pcs
29	A/C system dryer filters	6 Pcs
30	Coolant For Main Engine & Auxiliary Engines	1200 Liters
31	Loctite 542	1 Pc
32	Loctite 577	1 Pc
33	Pressure Gauge - 250 bar (ASD System)	1 Pc
34	Pressure Gauge - 40 bar (ASD System)	1 Pc
35	Allen Wrench Set (1mm to 19mm)	1 Set
36	Filter Element (ASD System)	1 Pc
37	O ring (ASD System)	4 Pcs
38	O ring set (ASD System)	1 Pc
39	Towing Winch Set of Seals Kit (Hydraulic Motor)	1 Set
40	Set of Cartridges filters for Tanks	4 Pcs

No.	Item	Minimum Qty. Req. on each Tug but not limited to.
41	Set of contactors, fuses & lamps	1 Set
42	250V, 10 A, Fuse (Bridge)	4 Pcs
43	24 V, 3.15 A, Fuse (Bridge)	3 Pcs
44	12 V, 6.3 A, Fuse (Bridge)	4 Pcs
45	250 V, 1 A, Fuse (Bridge)	8 Pcs
46	250 V, 2 A Fuse with collector (Bridge)	1 Pc
47	250 V, 15 A Fuse (Bridge)	8 Pcs
48	250 V, 10 A Fuse (Bridge)	4 Pcs
49	250 V, 2 A, Fuse (Bridge)	3 Pcs
50	250 V, 5 A, Fuse (Bridge)	4 Pcs
51	Antifreeze for Auxiliary and Associated Machineries	800 Liters
52	Cotton rags (White Sterilized)	2000 Kg
53	GP Joints	5 Sheets
54	Rubber Joints	5 Sheets
55	Joint Cutter	2 Pcs
56	Water finding paste	12 Pcs
57	Sand paper	6 Rolls
58	Grease Gun	1 Pc
59	Red Gasket Silicone	24 Pcs
60	Belt Dressing Spray	12 Pcs
61	Gasoline Gauging Paste	12 Pcs
62	Cardo bond	12 Pcs
63	WD 40	24 Pcs
64	Hand Wire Brush	2 Pcs
65	Tube lights	50 Pcs
66	Bulbs & LED Lamps	30 Pcs
67	AC Air Induction Filter	04 Rolls
68	Filters for towing winch & hydraulic system	12 Pcs
69	Filters for azimuth thruster system (Gear Oil)	12 Pcs
70	Filters for azimuth thruster system (Hydraulic Oil)	12 Pcs
71	Breather filter for azimuth thruster system	6 Pcs

NOTE:

- 1- Cleaning gear store and safety gear store to be supplied by the Contractor separately.
- 2- Consumable store for machinery items shall be purchased from O.E.M. and purchasing receipt to be submitted in the office of Engineer.
- 3- Consumable parts of machinery will be replaced after approval from Engineer/Engineer's Rep.
- 4- Contractor will submit monthly record of stock/store inventory in the office of Engineer.
- 5- Replaced consumable parts will be handed over to PQA Engineer.
- 6- Above consumable spare parts requirement is as per previous experience but not limited to.
- 7- Further to above, the consumable spare parts shall be provided by the contractor as per running hours / OEM requirement.
- 8- At the time of handing over of craft/completion of contract consumable store will be handed over as per stock / store inventory.