



GATEWAY TO NATIONAL PROSPERITY

PORT QASIM AUTHORITY
BIN QASIM, KARACHI-75020

**NOTICE INVITING TENDER FOR REPAIR AND MAINTENANCE OF POA
FLOATING CRAFT, BUOYS, NAVIGATIONAL AIDS AND FIRE FIGHTING ASSETS**

1. Port Qasim Authority invites offers from Marine Workshops or from any shipyard for the award of Repairs and Maintenance works of PQA floating craft, Buoys, Navigational Aids and Fire Fighting Assets in PQA. The firms must be or have been actively engaged in ship repairing and have at least five years experience in shipboard Repairs and Maintenance works. The contract will be for a period of three years. PQA will provide the premises for the establishment of suitable workshop as well as other facilities on rental basis as permissible under the PQA rules.
2. Interested firms may collect the Tender Documents on payment of Rs. 2000/- (non refundable) in the form of pay order, issued in the name of "Port Qasim Authority" during normal working hours from the office of Director (Operations Maintenance) of PQA.
3. Tender submitted are to be accompanied with Earnest Money in separate envelope in the form of Pay Order of Rs. One million (refundable) issued in the name of "Port Qasim Authority". Tenders without Earnest Money will be rejected and will be returned un-opened. Pre-bid meeting will be held on 22-01-2019 at 1100 hrs.
4. Sealed tender package containing 2 separate sealed envelopes, one containing "Technical Proposal" with Earnest Money in separate envelope and the other containing "Financial Proposal", clearly marked should reach the office of Director (Ops. Maintenance) PQA, Bin Qasim Karachi 75020, latest by 1200 hrs on 04-02-2019. The Technical offer will be opened on same day at 1230 hrs. The Financial Offer of the technically qualified firms in accordance with Evaluation Criteria given in tender document will be opened in presence of qualified bidders on specified date and time intimated later on.
5. The financial offers will be evaluated as per BOQ-1 to BOQ-10. Bidder declared lowest in the sum of BOQ-1 to BOQ-10 will be assessed as the lowest bidder.
6. The Financial Offers of tenderers who fail to qualify technically will be returned to the respective bidders un-opened.
7. PQA reserves the right to accept or reject any or all proposals as per PPRA Rules 2004 and no claims whatsoever in this respect shall be entertained. PQA's decision shall be final and binding on all the firms.

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E-mail: secretary@portqasim.org.pk
PPRA Website www.ppra.org.Pk


Secretary

**GOVERNMENT OF PAKISTAN
MINISTRY OF MARITIME AFFAIRS**

**PORT QASIM AUTHORITY
KARACHI**



**TENDER FOR REPAIR & MAINTENANCE OF PQA
FLOATING CRAFT, BUOYS, NAVIGATIONAL AIDS
AND FIRE FIGHTING ASSETS**

JANUARY, 2019

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PART-1



GATEWAY TO NATIONAL PROSPERITY

PORT QASIM AUTHORITY **BIN QASIM, KARACHI-75020**

NOTICE INVITING TENDER FOR REPAIR AND MAINTENANCE OF PQA FLOATING CRAFT, BUOYS, NAVIGATIONAL AIDS AND FIRE FIGHTING ASSETS

1. Port Qasim Authority invites offers from Marine Workshops or from any shipyard for the award of Repairs and Maintenance works of PQA floating craft, Buoys, Navigational Aids and Fire Fighting Assets in PQA. The firms must be or have been actively engaged in ship repairing and have at least five years experience in shipboard Repairs and Maintenance works. The contract will be for a period of three years. PQA will provide the premises for the establishment of suitable workshop as well as other facilities on rental basis as permissible under the PQA rules.
2. Interested firms may collect the Tender Documents on payment of Rs. 2000/- (non refundable) in the form of pay order, issued in the name of “Port Qasim Authority” during normal working hours from the office of Director (Operations Maintenance) of PQA.
3. Tender submitted are to be accompanied with Earnest Money in separate envelope in the form of Pay Order of Rs. One million (refundable) issued in the name of “Port Qasim Authority”. Tenders without Earnest Money will be rejected and will be returned un-opened. Pre-bid meeting will be held on 29-01-2019 at 1100 hrs.
4. Sealed tender package containing 2 separate sealed envelopes, one containing “Technical Proposal” with Earnest Money in separate envelope and the other containing “Financial Proposal”, clearly marked should reach the office of Director (Ops. Maintenance) PQA, Bin Qasim P.O Box No.9103 Karachi 75020, latest by 1200 hrs on 13-02-2019. The Technical offer will be opened on same day at 1230 hrs. The Financial Offer of the technically qualified firms in accordance with Evaluation Criteria given in tender document will be opened in presence of qualified bidders on specified date and time intimated later on.
5. The financial offers will be evaluated as per BOQ-1 to BOQ-10. Bidder declared lowest in the sum of BOQ-1 to BOQ-10 will be assessed as the lowest bidder.
6. The Financial Offers of tenderers who fail to qualify technically will be returned to the respective bidders un-opened.
7. PQA reserves the right to accept or reject any or all proposals without assigning any reason thereof and no claims whatsoever in this respect shall be entertained. PQA’s decision in this respect shall be final and binding on all the firms which can not be challenged in any court of law.

Website:
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PPRA Website

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Secretary

FORM OF TENDER

The Director (Ops. Maintenance)
Port Qasim Authority,
Bin Qasim
Karachi

TENDER FOR REPAIR AND MAINTENANCE OF POA FLOATING CRAFT, BUOYS, NAVIGATIONAL AIDS & FIRE FIGHTING ASSETS

1. Having made ourselves fully acquainted with the requirements of PQA as detailed in the Tender Document, we the undersigned offer our Tender in conformity with the said Tender document. Sealed tender package containing 2 separate sealed envelopes of “Technical Proposal” and “Financial Offer” alongwith Earnest Money in separate envelope is submitted.

Name of Tenderer: _____

Authorized Signature: _____

Address : _____

Telephone: _____

Fax : _____

2. The following annexure / documents have been duly filled and are being submitted:

- | | |
|--|--------------|
| d. General Information | Annexure - D |
| e. Staff Details | Annexure - E |
| f. Experience of the Firm | Annexure - F |
| g. Financial Data | Annexure - G |
| h. List of all on-going Contract | Annexure - H |
| i. Ownership Declaration | Annexure - J |
| j. Partnership Document (if applicable) | Annexure - K |
| k. Details of Fixed Assets & Workshop
Machinery of Tenderer | Annexure - L |
| l. Integrity Pact | Annexure - O |
| m. Details of litigation, if any
Firm/Company Board Resolution authorizing individual/s to sign on their behalf | |

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. They 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.

4. **CONTRACT AGREEMENT / WORK COMMENCEMENT**

We undertake that if our Tender is accepted we would enter into an Agreement with Port Qasim Authority within 15 days from the receipt of Letter of Acceptance and to commence operation within 03 days from the date of signing of Agreement.

5. **EARNEST MONEY**

As required we enclose earnest money in the form of Pay order issued by a schedule “AA” Rated Bank of Pakistan located at Karachi for a sum of Rs One million.

6. **PERFORMANCE BOND**

We undertake that if our Tender is accepted we will furnish a Performance Bond of Rs. 5.0 million from a AA rating bank for the due performance of the Contract in accordance with the Special Conditions of Contract on the date of signing of the 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 Employer’s written acceptance, shall constitute a binding contract between us. We understand that the Employer not bound to accept the lowest or any offer received and that you 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.

Authorised Signature : _____
Title _____

Authorised Signature : _____
Title _____

Witness : _____
Title : _____

In case of a Corporation]

Affix seal in the space opposite]

Signed and sealed at _____

On this _____ day of _____ 2018

PART II

SCOPE OF WORK

SCOPE OF WORK

1. The scope of work covers and includes the work herein specified and all removals / replacements and the like necessary in connection therewith whether specifically mentioned or not herein. All workmanship and materials will be of first class quality suitable for the purpose and done to the satisfaction of the Engineer or Engineer's Representative.
2. All work to be carried out shall be to the highest standards and carried out by Competent Personnel and all materials and components parts supplied or used here under shall confirm with the current specification.
3. The Contractor will generally carry out the following repair and maintenance works at PQA:
 - a. Set up a workshop facilities alongwith appropriate machinery, equipment and tools as given at Annex-M. The Contractor will pay the rent, electricity & telephone charges for premises at prevailing PQA rates.
 - b. Man the Workshop with experienced and qualified managerial and technical staff as per guidelines given at Annex-N.
 - c. Carry out repair and maintenance of all the PQA's Floating Craft in harbour, in the channel and at KSEW or any other repair yard as directed by the Engineer or Engineer's Representative, The works will generally consist inclusive but not limited to, of machinery like gears, transmission/shafting, ICEs, pumps, compressors, hydraulics and pneumatics, electrical motors, generators, power distribution panels, MTU Engine, & Caterpillar Engine Electronic Software Programme equipments i.e. RCU, GCU, EMU, ECU electronic and PLC controlled automatic controls systems, electronic sensors like radars, sonar's, echo sounders, communication equipment, hull, structure, fittings, wood work, joinery, GRP works etc
 - d. Carryout repair and maintenance of channel buoys and navigational aids in harbour or in channel as directed by the Engineer or Manager (Conservancy).
 - e. Carry out repairs to Electrical / Electronic sensors and equipment fitted ashore as directed by the Engineer or Engineer's Representative.
 - f. Carry out repair and maintenance of PQA's Fire Fighting tenders, machinery and equipment as directed by the Engineer or Fire Fighting Officer.
 - g. Carry out R & M of PQA's RHIB type boat, out board engines as directed by Director (Security) or Manager (Security).
 - h. Besides the foregoing the workshop will be required to carry out any other repair and maintenance works assigned to it by the Engineer or Engineer's Representative.
4. The type and quantum of equipment to be fitted in PQA workshop and quality and quantity of work force to be employed by Contractor is to be approved by the Engineer.

5. Spares of PQA machinery and equipment to be arranged by the contractor will be from the market (Local or International) and their costs are to be billed to PQA. Prior approval for procurement of spares will be given by Director (Ops. Maint) / Chief Engineer.
6. M.T.U Engine W6 maintenance certification (12 V 2000 M 70 & 12V 4000 M60) as well as caterpillar and other mentioned engines at Annex-A to be provided along with the Technical offer.
7. Firm will be responsible to undertake the corrective and preventive maintenance of all types of diesel engines held with PQA flotilla through OEM or authorized dealer along with control systems of these engines.
8. Any additional or extra work not specified herein required to be carried out must be specifically ordered in writing by the Employer or Employers' Representative at a price mutually agreed.
9. All old material and equipments will be PQA's property.

PART - III

INSTRUCTIONS TO TENDERER

1. **Submission of Tender**

- a. Tenderer should examine the tender documents carefully and should obtain at their own expenses any information that may be necessary for making a tender.
- b. The sealed tender package must be addressed to the Director (Ops Maint), PQA Karachi, placed in a cover and super scribed “ Tender for Repair and Maintenance of PQA Floating Craft, Buoys, Navigational Aids and Fire Fighting Assets”.
- c. The sealed tender package must contain two separate sealed envelopes, clearly marked, one containing “Technical Proposal” and other containing “Financial Proposal”. The “Financial Proposal” of firms found technically qualified in accordance with Evaluation Criteria will be opened later on. Date and time will be intimated.
- d. The tender must either be sent by registered post or handed over in person so as to reach the office of Director(Ops Maint) not later than 1200 hrs on 13-02-2019. The Technical offer will be opened on same day at 1230 hrs.
- e. Tenders received after the stipulated time will be rejected and returned unopened.
- f. Incomplete and conditional tenders shall be rejected at the sole discretion of PQA.

2. **Earnest Money**

- a. The tenderers are required to deposit a sum of Rs. 01 million /- as Earnest Money in a separate envelope in the form of a pay order issued by any scheduled bank of Pakistan in the name of PQA. Tenders not accompanied by Earnest Money will be rejected & returned unopened.
- b. Earnest Money of all the unsuccessful tenderers will be returned after the tenders have been finally decided by the Competent Authority.
- c. Earnest Money of the successful tenderer shall be retained until such time that Performance Bond under clause 8 of these instructions & clause 3 of Part V of the “ Special Condition 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. **Location of Services, Rent & Other Charges:**

- a. The services are to be provided at Port Qasim as far as possible. The location of workshop shall be as indicated by PQA. The nature and requirement of work however, may demand the Contractor to proceed at his own expenses to the channel or elsewhere.

- b. The Contractor will be responsible to pay a rent as fixed by the Employer per square meter/month for the workshop premises to be provided by the Authority.
- c. The Contractor will also be provided telephone, electricity and water connection 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
- d. Any other taxes or levies claimed by the provincial or federal government will be borne by the PQA in respect of the premises.

4. **Scope of Work**

The Scope of Work shall be as mentioned in Part II.

5. **Entering the Quotation in the Financial Offer**

- a. Tenderers are to exercise greatest care in entering their quotation in the Financial Offer. No request for corrections of any mistakes or for revision of quotations shall be entertained after tenders have been received.
- b. 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.
- c. The breakup of the quoted rates for the required works must be given for each item covering the cost.
- d. 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 and stamped the tender.

6. **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.

7. **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 issued by PQA are submitted duly signed and stamped by the tenderer . Incomplete and conditional tenders 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 accept or reject any or all the tenders without assigning any reason there of and no claim whatsoever in this respect shall be entertained. PQA’s decision in this respect shall be final and binding on all the firms.

8. **Performance Bond**

- a. The successful tenderer shall deposit a Performance Bond with the sum of Rupees 05 million (Rupees five million) as surety for the proper and conscientious execution of the contract, on the date of signing of Agreement in the form of a Bank Guarantee issued by a scheduled bank of Pakistan of rating AA on PQA’s prescribed proforma (Annex R) as per clause 3 Part V of “Special Conditions of Contract”.
- 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.

9. **Execution of Agreement**

- a. The successful tenderer shall be required to enter into an agreement with PQA within 15 days from the receipt of Letter of Acceptance(LOA) from Port Qasim Authority.
- 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.

10. **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 any thing 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 it determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices.

11. **Payment System :**

The payment to the Contractor will be made on monthly basis on receipts of bills for completed jobs during the month. The Contractor shall ensure submission of all bills for the month within first week of the following month. The detailed procedure of billing and payment is given in clause 15 of “Special Conditions of Contract”, Part V.

12. **Evaluation of Tender :**

a. Soon after the opening of the tender, the Employer will undertake a detailed study and technical appraisal of the tenders submitted. In the valuation of tenders, the significant items which will be taken into consideration are :-

1. Compliance with tender document.
2. Experience of the firm in relevant field
3. Financial strength and stability
4. Professional, technical and management capabilities.

5. Commitment of availability of equipment and machinery tool at PQA's site workshop.
 6. Commitment of availability of sufficient number of experienced and qualified management and supervisory of staff at PQA's site workshop.
 7. Qualification in accordance with Evaluation Criteria.
 8. The Employer reserves the right to adjust arithmetical errors in any tender if the Engineer or the Employer discovers major errors and/or omissions in any tender, he may require the tenderer to adjust the same but in such cases the tenderers will not be permitted to change any of the basic rates.
- b. The Financial Offer of only those tenderers, who stand Technically qualified will be opened and evaluated The date and time of opening of Financial Offer will be intimated to the firms.
 - c. After detailed evaluation of the Financial offer the tender giving the best lowest offer is likely to be selected.
 - d. If the information submitted with the tender is different from that given during the pre-qualification the tenderer shall satisfy the Employer if required.
13. **Site Visit & Collection of Information :**
Before filling in and submitting the tender the tenderer should visit and inspect the site and available facilities, collect and verify all relevant data and information and thoroughly satisfy himself of all the prevailing conditions as well as all risks, contingencies and other circumstances, which may influence the tender offer. No modifications in the tendered offer after the expiry of the last date of submission of tender shall be accepted, except at the entire discretion of the Employer, provided such modifications are of minor nature and do not in any way change the main contents of the bid.
14. **Invalidity of Tender:**
Employer in its sole discretion may reject any tender if it becomes invalid for the following reasons:
 - a) Conditions of the tender document have not been complied with.
 - b) The tender is subject to conditions.
 - c) Earnest Money has not been submitted.
 - d) Data / information supplied in the submitted tender is false / incorrect / incomplete.
15. **Requirement for Additional Information:**
If the Employer so requires, the tenderer shall supply additional data/information within time to be stipulated by the Employer.

16. **Integrity Pact**

All firms / companies / organizations desirous of doing business with PQA must sign and submit copy of “**Integrity Pact**” (**Annexure O**) alongwith other tender documents. This is a **mandatory conditions** without which the pre-qualification application will not be considered.

17. **Validity of Offer**

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

18. **Period of Contract**

The Contract will be awarded for three years and extendable for further 03 months.

PART -IV

GENERAL CONDITIONS

OF

CONTRACT

PART IV – GENERAL CONDITIONS

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.
- (a) (i) “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.
 - (b)
 - (ii) “Contractor” means the person whose tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of Employer) any assignee of such person.
 - (iii) “Subcontractor” means any person named in the Contractor as a Subcontractor for a part of the Works or any person to whom a part of the works has been subcontracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
 - (iv) “Engineer” means the person appointed by the “Employer to act as Engineer for the purposes of the Contract and named as such in Part II of these Conditions
 - (v) “Engineer’s Representative” means a person appointed from time to time by the Engineer under Sub-Clause 2.2
 - (b) (i) “Contract” means these Conditions (Part 1 and II), the Specification, the Drawings, the Bill of Quantities, the tender, the Letter of Acceptance, the Contract Agreement of (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or contractor agreement (if completed).
 - (ii) “Specification” means the specification of the Works included in the Contract and any modification thereof or addition thereto made under clause 51 or submitted by the contractor and approved by the Engineer
 - (iii) “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
 - (iv) “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Tender.
 - (v) “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.
 - (vi) “Letter of Acceptance” means the formal acceptance by the Employer of the Tender.
 - (vii) “Contract” Agreement” means the contract agreement (if any) referred to in Sub-Clause 9.1.
 - (viii) “Appendix to Tender” means the appendix comprised in the form of Tender annexed to these Conditions

- (c) (i) “Commencement Date” means the date upon which the Contractor receives the notice to commence issued by the Engineer pursuant to Clause 41.
- (ii) “Time for Completion” means the time for completing the execution of and passing the Test 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.
- (d) (i) “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.
- (ii) “Taking Over Certificate” means a certificate issued pursuant to Clause 48.
- (i) “Contract Price” means the such started 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.
- (ii) “Retention Money” means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 60.2 (a)
- (iii) “Interim Payment Certificate” means any certificate of payment issued by the Engineer other than the Final Payment Certificate.
- (iv) “Final Payment Certificate” means the certificate of payment issued by the Engineer pursuant to Sub-Clause 60.8
- (f) (i) “Works” means the permanent Works and the Temporary works of either of them as appropriate.
- (ii) “Permanent Works” means the permanent works to be executed (including Plant) in accordance with the Contract
- (iii) “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.
- (iv) ‘Plant’ means machinery, apparatus and the like intended to form or forming part of the Permanent work.
- (v) “Contractor’s Equipment” means all appliances and things of whatsoever nature (other than Temporary works) 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.
- (vi) “Section” means a part of the works specifically identified in the Contract as a Section.
- (vii) “Site” means the space 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.
- (g) (i) “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.
- (ii) “day” means calendar day.
- (iii) foreign currency” means a currency of a country other than that in which the works are to be located.
- (iv) “Writing” means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

Note : For additional details refer to FIDIC rules.

PART - V

SPECIAL CONDITIONS

OF

CONTRACT

SPECIAL CONDITIONS

1. DEFINITIONS

Throughout the contract documents i.e tender Document Letter of Acceptance, the Conditions of Contract, technical specification and Financial Offer, Annexures etc 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) headed by the Chairman who will employ the Contractor.

Port Qasim Authority

Bin Qasim

Karachi-75020, Pakistan

Tel No. 9272111-30

Telex No. 27611 QASIM PK

Telefax 092-21-9272170

- b) Employer's representative is **Director General (Operations)**.

- 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 work for repair and maintenance of all PQA's floating craft, Buoys, Navigational Aids and Fire Fighting Assets.

- e) The required work is to be carried out as directed by the Engineer or Engineer's Representative 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**

The Engineer will appoint an Engineer's Representative to assist the fulfillment and carrying out the Engineers duties and responsibilities under the contract.

- h) **Letter of Acceptance** means the formal letter of acceptance issued by the Employer (PQA) to the bidder informing him of acceptance of his tender.

- j) **'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 Acceptance.
2. The Agreement of Contract
3. The Tender Document duly complete
4. Financial Offer
5. Integrity Pact
6. Performance Bond
7. Such further documents as may be required to be incorporated in the agreement of contract.

k) **‘Price of the contract’** means the price of the accepted tender as given in Letter of Acceptance, inclusive of all additions thereto or deductions, there-from, as may be permissible under the provisions of the contract.

2. **Mode of payment**

All payments shall be made in Pakistani Rupees only.

3. **Performance Bond**

- a. The Contractor shall deposit a Performance Bond as surety for the proper and conscientious execution of the contract subject within (15) fifteen days from the date of signing of the contract in the form of a Bank Guarantee. The amount of the Bank Guarantee shall be Rs. 5.0 million (Rupees five million). The Performance Bond shall be issued by schedule Commercial Pakistani Bank having minimum AA rating on PQA approved proforma.
- b. All costs incurred in respect of submission of tender and 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. 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.

4. **Estimated Date of Completion(EDC)**

For every repair job issued by Chief Engineer through Work Order, the O/IC workshop will give an Estimated Date of Completion (EDC) in writing. The O/IC workshop will then make all endeavors to complete the work by the assigned date. In case of undue failure to complete the job within the assigned time may result in imposition of Liquidated damages by the Engineer as per clause 18 of these conditions.

5. **Damage to Persons and Property**

- a. The Contractor shall indemnify the PQA 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 repairs and maintenance works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- b. The extent of such damages to PQA's property and amount of such claims as raised by PQA against the Contractor shall be finalized and adjusted against any amount of money due or which becomes due to the Contractor.

6. **Insurance:**

- a. The Contractor shall, without limiting his obligations and responsibilities, insure in the joint names of the Contractor and the PQA, against liabilities for death of or injury to any person including any employee of the PQA or loss of or damage to any craft, equipment and property.
- b. The Contractor shall insure himself within this contract for all risks incurring with any reputable Pakistani Insurance companies / firms to the satisfaction of the Employer against all losses, damages, claims to property, plants, machinery, equipment, personnel, etc. in his custody, care and responsibility.
- c. The Contractor shall estimate the amount required to provide the insurance cover as specified in Financial Offer and the contract shall be deemed to include all such amounts.
- d. The Contractor shall provide the cost and risk and workmen's Compensation Policy to the full value of such work plus 15% to cover any additional expense of any loss or damage and other things along with workmen's compensation policy in respect of injury or damage whatsoever to any property or personal in as far as such injury or damage arises out of in consequence of handling of the equipment or in the course of the execution of works.
- e. The Contractor shall indemnify the Port Qasim Authority from all claims, damages, losses, etc.

7. **Giving of Notices & Payment of Fees, Taxes & Duties.**

- a. The Contractor is solely responsible for all corporation, profit and trade taxes, GST, import duties 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 and SST (SRB) Law of Pakistan. The PQA does not assume any liability whatsoever for such taxes and duties imposed on the Contractor.
- b. Nothing in the Contract shall relieve the Contractor from his responsibility to pay income tax including GST, SST and other taxes that may be levied in Pakistan in respect of the Contract.
- c. The Contractor shall keep the PQA indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance, law and bylaw. 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 to be effected under the contract shall be borne by him.

8. **Contract Agreement, Inspection and Mobilization:**

- a. Within three working days of receipt of Letter of Acceptance, the incoming Contractor shall jointly with the representatives of outgoing Contractor and the Employer inspect the works in hand and the facilities available to the out going/in coming Contractors. The representatives shall inter alia assess and lay down the extent of work in hand and any damage, shortage, discrepancies and the cost thereof for rectification/ making up the same.
- b. Within 15 (fifteen) working days of receipt of Letter of Acceptance, the Contractor shall sign the Contract agreement with Port Qasim Authority for execution of works.
- c. At the time of signing of Contract agreement, the Contractor shall submit the requisite Performance Bond to the Employer.
- d. On the 3rd working day after signing the contract agreement, the Contractor shall commence operations in accordance with the terms and conditions of the Contract/Agreement.

9. **Possession of Site, Equipment etc:**

By the time and date of commencement of operations i.a.w clause 8 d above, the Contractor must complete mobilization including making available on the site workshop, all necessary fixed installations and work force as detailed in Annexures M and N.

10. **General Duties of the Contractor:**

- a. In general the Contractor shall carry out and be responsible for all repairs & maintenance work related to Floating Crafts, Buoys, Navigational Aids and Fire Fighting Assets etc. depending upon the nature and quantum of work to meet EDC or in urgency / emergency circumstances With the permission of Engineer the Contractor has to arrange skilled work force on round the clock basis for earliest completion of R&M jobs.
- b. Notwithstanding the generality of preceding clause, the contractor shall :-
- 1) Be responsible for proper repair and maintenance of all the port assets and property in his charge or under his care and custody. In addition he shall also be responsible for any loss or damage caused to the assets and property of the port in and around the port area caused due to negligence of the Contractor, his employees or his sub contractor. No modification by the Contractor in the existing facilities shall be carried out without specific written permission of the Employer.
 - 2) Allow the authorized officials of Port to enter and inspect, enquire & verify wherever necessary any or all the machinery, equipment, service facilities, fittings, fixtures structures etc, in the care and custody of the Contractor. Directions given by such authorized officials shall be carried out by the Contractor promptly.
 - 3) Comply with his responsibilities in pursuance of clause 10 (a) above failing which the Employer may get the necessary work done at the sole expense, cost and risk of the Contractor.
 - 4) Be responsible and liable in all respects for the safety and security of all properties, machinery and equipment in his custody.
 - 5) Employ an adequate manpower (skilled, unskilled), supervisory staff with adequate labour force as per Annex-N to efficiently execute the quantum of R&M work and discharge the duties required in accordance to the terms of the contract. The Contractor is responsible to ensure and satisfy the Engineer, Engineer's Representative that no assigned job is being delayed due to shortage of skilled staff / manpower, equipment or lack of prompt supply of items which are available in the local market.
 - 6) Make every efforts depending upon nature, quantum of work, to meet EDC or in urgency/emergency circumstances to arrange the required back up force for earliest completion of R&M jobs. Contractor is also responsible to provide skilled / unskilled labourers when demanded by the employer. Labour will be changed as per BOQ.
 - 7) Be responsible and liable for all acts of omission, commission and negligence committed or omitted by his employees, sub contractors or any other person directly or indirectly employed by him for any work.
 - 8) Give guarantee of minimum three months for the workmanship. In case any unit of the work repaired by the contractor develops similar faults within three months of such repair, the Contractor shall repair the same unit free of cost.

- 9) The Contractor has to ensure the availability of the divers' services to attend any under water work or emergency situation at the port or within the channel. The services may

include provision of CCTV and means of communications to and from diver whenever required.

- 10) The Contractor has also to arrange the necessary services for attending any type of welding work on any of the craft or buoys and navigational aids within the channel on as and when required basis, which may require independent self contained welding plant and a shallow draft boat.

11. **Procedure For R&M Works**

- a. On development of any defect Marine Engineer (ME) should report to concerned Chief Engineer (CE) and note down the defect in Defect Register/Log Book onboard.
- b. C.E. is to check and analyse the nature of defect and if required to be repaired by work shop, work order form is then to be filled, duly signed by ME and CE.
- c. The work order entry is to be made in Work Order Register which is placed in C.E. office and Work Order Number to be obtained for the same.
- d. The work order is to be sent to the work shop. Discuss the nature of job with I/C workshop and liaise with him to carry out the repairs.
- e. Work shop is to give the EDC by filling the lower half of the Work Order form and returning the same to C.E office.
- f. C.E. concerned is to arrange any spares required from the Stores or instruct workshop to arrange from the market. The Contractor will provide the invoice of shops / organizations to employer, in case spare parts / services are procured from local market / abroad. The Employer has all rights to confirm check the invoice from the shops / organization concerned. In the latter case, laid down procedure for procurement from market is to be followed.
- g. CE and ME. should ensure that the job has been completed. HATs and SATs are to be carried out for satisfactory operation alongwith workshop Manager / Deputy Manager.
- h. In case of priority of job, the work order may be placed verbally to expedite the same. Formal work order may be issued later on, at the earliest opportunity.
- j. In case of defect develop after working hours or during holiday and hence non availability of C.E., the duty ME is to inform C.E. on telephone and give the work order verbally if needed to workshop of commencement of work. If the job is to be undertaken after working hrs because of non-availability of craft then the same will be informed to workshop & be undertaken as soon as the craft arrived at the berth. Workshop shall contact duty Chief Engineer (as per roster) for rectification of any defects of the craft prior closing the workshop / secure.
- k. Warranty / guarantee of the repair work shall be given to Chief Engineer by the Contractor as per sub clause 8 of clause 10 of Special Condition of Contract.

12. **Working Efficiency**

- a. The Contractor shall only use the standard engineering practices and working methods as in vogue and amended from time to time to attend the required works.
 - b. The work must be attended with highest degree of efficiency and responsibility. In case of unnecessary delay/ liquidated damages as given in clause-18 (b) may be levied by the Engineer. .
13. **Supervision:**
The Contractor shall also employ and maintain experienced and qualified Marine Engineers, at least two of such engineers (Minimum valid COC – IInd Class) are to be available during the working hours of workshop to supervise the on going works. One such qualified marine engineer however shall always be available in workshop at all times during all working hours including night duties and holidays as per instruction by Chief Engineer.
14. **Superintendence**
- a. Officials authorized by the Employer, shall be given free and unhindered access to all facilities at all times to inspect, oversee all repair works in hand of the Contractor. The contractor shall also provide on demand, by the authorised officials any document, record and information in respect of repair work. The contractor and his employee shall comply any instructions given by the authorised officials of the Employer.
 - b. To monitor, supervise and inspect the work pertaining to the repair and maintenance of the floating craft, buoys, navigational aids and fire fighting assets etc., as the case may be, a proper transport facility is to be provided on daily basis to the concerned Chief Engineer/officer by the Contractor.
15. **Payment System and Charges:**
- a. On receiving the work order signed by a duly authorised Engineer’s Representative, the Contractor would be required to submit an estimate of cost and time for completing the required work (EDC).
 - b. The Contractor will simultaneously start the repairs and complete the same to the entire satisfaction of Engineer/Engineer’s Representative. The Director (OM) may make a separate examination of the repairs / completed jobs as and when necessary.
 - c. On completion of each and every job, the Contractor is to obtain Work Completion Certificate from the attending Engineer’s Rep within next three working days.
 - d. Simultaneously, the Contractor is to return the unserviceable removed parts to the stores department in consultation with the Chief Engineer.
 - e. The repair bills complete in all respects as per contractual requirements along with the Work Completion Certificates and Survey Return Note (if any) are to be settled by the Contractor’s qualified engineer with attending engineer of PQA within next three days.
 - f. For payment purposes, the monthly bills are to be submitted to the Director(O.M) in triplicate, for the completed works during the last month, along with the work certificates duly signed by the Chief Engineer/ Manager concerned. Monthly bills from Contractor must enclosed with invoice of parts / services procured from local market / abroad. The monthly invoice must enclosed with the attendance sheet of the personnel who performed the job on board.

- g. The Contractor shall be paid for completed works, within 45 (forty five) days, in accordance with the rates and charges as under:
 - i. Works covered in the schedule of fixed jobs mentioning reference numbers etc. and charges accordingly.
 - ii. Work other than 15g(1) above be charged on direct skilled and direct unskilled hourly rates, allowing percentage of management overheads giving complete details of work and number of hours applied on each jobs.
 - iii. Service charges for (i) arranging sub contractor works (ii) manufacturing of parts and (iii) procurement and supply of spares and other items to be shown separately, giving full break down of original bills for each job.
 - iv. The contractor shall submit the bills and receipts of vendors' letter head thereof pertaining to purchases of material/spares procured for PQA to make a defect good, for its reimbursement.
- h. Necessary deduction on account of Income Tax, SST use of utility facilities and or any other dues/claims would be made from the running monthly bills of the Contractor.
- j. In case the Contractor is unable to meet EDC of any work without proper justification then Engineer is liable to impose Liquidated Damage in accordance with clause 18b.
- k. No revision in the approved rates and charges will be allowed to the Contractor during the Contract period. However, the Employer may consider on request of the Contractor for any increase due to Govt. awards/announcement in labour cost and POL only. The increase in such cases shall not exceed the escalation allowed by the Govt.
- l. For all payments made to the Contractor, deduction of 5% shall be made from the bills as retention money. The retention money shall be returned to the contractor six months after the date of payment of bills from which the retention money had been deducted.

16. **Employees of the Contractor:**

- a. The Contractor shall employ and retain his employment adequate, properly qualified and experienced managerial staff to oversee, manage, supervise and complete the works in scheduled time and maintain estimated date of completion as agreed upon at the time of giving the work order.
- b. The managerial and supervisory staff whether employed on regular or casual basis, directly be employed and paid by the Contractor.
- c. An up to date list and record containing relevant information on all the employees of the contractor shall be maintained and shall be made available as and when required by the Employer.

- d. Normally sub contracting shall not be allowed except for the specialised works for which the Contractor shall provide a list of sub contractors. Such a list will be approved by the Engineer and is liable to additions / deletions.
- e. Contractor may use any agency other than approved sub contractor in case of urgent repairs with the approval of the Engineer. In case of such approval being given by the Engineer the Contractor shall all along be responsible and liable in all respects for the conducts and acts of the sub contractor and his employees.

17. **Security and Passes:**

- a. Port Muhammad Bin Qasim is a restricted area and entry of any person is prohibited unless so authorised at the sole discretion of the Employer.
- b. Identity cards shall be issued by the Contractor to all his employees in formats approved and endorsed by the Employer. No person unless in possession of identify card or pass authenticated by the Employer shall be allowed to enter the port premises.
- c. The Contractor shall be responsible for maintaining secrecy and security of all documents including with regards to berths, vessels, building structures and operations as to the berths and on vessels and shall not convey such information to any body except with the written permission of the Employer.

18. **Defaults and Penalties/ Liquidated Damages.**

- a. The Contractor shall strictly follow the terms and conditions of the contract. Wherever no specific provision exists in the contract the custom of the Port will be followed.
- b. In case the Contractor fails to complete any given works on time as per the given EDC and in case of unjustified delays the Engineer shall be liable for Liquidated Damages upto a maximum of Rs. 10,000/- per day for each job.
- c. In case of breach of any conditions and/or failure to discharge his obligations under the Agreement/contract by the Contractor, the Employer shall notify the Contractor in writing of such violation and if within 14(fourteen) days after the receipt of such notice by the Contractor, a reply to the notice to the satisfaction of the Employer is not received, the Employer may, depending upon the gravity of the situation, issue warning and/or impose financial sanctions of upto Rs.200,000/- and in addition may also take any other action including termination of the contract/agreement and encashment of Performance Bond, without prejudice to the rights of the Employer that may be available under the agreement or the law.
- d. In case of persisting defect, for which the penalty has been imposed, the Contractor is to remove the defect within a reasonable period of time. To ensure that the defect is removed satisfactorily, the performance guarantee will be retained and returned only after satisfactory performance of the removed defect during the defect liability period

19. **Termination / Completion of Contract / Agreement:**

- a. The Employer or the Contractor by giving three months notice to the other party, may terminate the contract without assigning any reasons and also without assuming any liability on account of consequential losses to either party. However on requirement of Employer the Contractor will have to continue his services till such time that new R&M Contractor is appointed.
- b. At the end of the validity period of the Contract or extension thereof, the Contract shall be deemed to have been completed.
- c. On completion of Contractual terms, if the Contractor desires to discontinue he shall inform the Employer in writing three months in advance of the expiry of the such contracted period. In case of such termination of the Contract, the Contractor would vacate the land and premises provided to him and hand over the vacant possession to the Employer with in seven days of termination of the Contract after fulfilling the necessary conditions.
- d. In case of termination or completion of the contract as provided in preceding paragraphs the Contractor, shall depute a surveyor on his behalf to carry out a comprehensive joint survey with the surveyor of the Employer to survey fittings and fixtures to the building of the Employer in custody of the Contractor and shall hand over the building with its fittings and fixtures to the Employer in the same condition as they were at the time of signing the contract. Normal wear and tear will however be accepted.
- e. The Contractor shall return to the Employer all the machinery, equipment, spares or any other items in his custody duly repaired and in acceptable condition. The Contractor shall continue to and be held liable for payment of all dues and charges payable to his labour or any other party on any account whatsoever as any defects, discrepancies, shortages and any other liabilities incurred during the currency of the contract.
- f. If the Contractor at any time during the currency of contract/agreement or any extension thereof is subjected to any of the following then the contract shall be deemed to be terminated from the date after the occurrence of any of the events.
 - 1) Becomes bankrupt or
 - 2) Makes an arrangement with or assignment in favour of creditor or
 - 3) Files a petition in bankruptcy or
 - 4) Sub-lets or assigns any of his responsibilities and liabilities under this contract/agreement without the consent of the Employer or
 - 5) Abandons altogether or partially the performance of any or all of his duties and obligations under this agreement or
 - 6) Does not perform the functions required to be carried out by him under this contract/agreement to the satisfaction of the Employer or
 - 7) Deliberately infringes any laws, rules, regulations, bye-laws and orders in force by relevant authority.

- g. The Employer shall serve one month written show cause notice to the Contractor. In case of failure of the Contractor to give explanation to the entire satisfaction of the Employer then the Employer by giving 14 days notice to the Contractor may terminate the contract, expel the contractor totally or partially from the Port premises and itself undertake or appoint another Contractor for the purpose of carrying out any/or all the repairs and maintenance functions and/or related activities without incurring any obligations and liabilities of the contractor under the Contract/agreement which may effect the rights and powers conferred on the Employer by the agreement.
- h. In all cases of suspension, termination and/or expulsion of the Contractor, the Employer shall be entitled to take possession of all or any of the equipment, gear, fittings, temporary works materials, stores in the custody of the Contractor and may use or sell the same in any manner and apply the proceeds in or towards the sums due or liabilities accrued or may become due to accrue to the Contractor. In addition, the Employer shall be entitled to take any other action under the provision of Performance Bond as per Annexure R.
- j. When in the sole opinion of the Employer, the circumstances, which led to the suspension in pursuance of conditions as above cease to exist, the Employer may withdraw the suspension order and the Contractor shall resume the suspended functions and activities without any liability to the Employer.

20. **Jurisdiction**

The Contract Agreement shall in all respect be interpreted in accordance with and shall be governed by the laws of Pakistan in force from time to time.

21. **Interference with Other Work:**

- a. The Contractor will not undertake any outside job without the permission of the Employer.
- b. No outside work/activity shall be carried out by the Contractor, which may interfere with Employer's work.

22. **Sub-Letting/Sub-Contracting:**

- a. The Contractor shall not assign/sublet any of his works/functions./duties and obligations to anybody else except in cases such functions/works necessarily requires specialised services for which prior written approval of the Employer shall be obtained.
- b. The Contractor shall submit the estimated costs with invoice from vendors / subcontractor of such specialised works and obtain approval of Engineer prior to the commencement of the works.
- c. The Contractor shall always be responsible and held liable for all actions and conduct of the sub-contractor and his employees engaged by the Contractor to carry out work in accordance with provision of clause 16 d & e.

23. **Immunity:**

- a. No suit, prosecution or other legal proceedings shall be instituted against the Employer, the Board, the Chairman or any Director General, any Director, officer or servant of the Employer in respect of anything done in good faith or intended to be done in the interest of public or Port Qasim Authority.
- b. The Employer and the Board shall not be held responsible for any misfeasance, malfeasance or nonfeasance of any official or servant of the Employer or failure/malfunction of structure, services, equipment, etc. belonging to the Port due to any reason nor for any damage sustained by the Contractor in consequence of actions of its officials and servants of the Employer and defects in buildings, structures, services, equipment, etc.
- c. The Employer shall not be held responsible for any risks and liabilities arising out of any financial or other arrangements/agreements between the Contractor and other parties.

24. **Force Majeure:**

Performance under and pursuant to this agreement, shall be excused if such performance is prevented by Acts of God, war (whether declared or un-declared), armed hostilities, strikes, lockouts, fires, floods, earthquakes, cyclones, lightening, explosion, act of omission and commission by authorities or other happenings beyond the control of the parties, none of these events shall give either party any claim against each other or be deemed to be a breach of the contract/agreement or any other agreements entered into pursuant to this Contract/agreement .

25. **Labour:**

The Contractor shall abide by all applicable Labour laws, Rules, Regulations etc. in force in Pakistan or as promulgated by the relevant Government Authorities from time to time.

26. **Closed Holidays:**

The Contractor shall be allowed to observe the normal factory hours for working during the week and shall also observed closed gazetted holidays as announced by the Federal Government as directed by the Engineer. However the services of workshop have to remain available on round the clock basis irrespective of silent office hours or holidays.

27. **Stores and Spares:**

- a. The Contractor shall keep available at site all the necessary equipment, materials and back up facilities according to the need of the R&M work, for expeditious completion of assigned jobs. Spares to be provided by the contractor either from Local market or internationally. If not available / provided by the Employer.
- b. Necessary maintenance equipment listed in Annexure M shall be installed in the workshop for ready use by the Contractor.
- c. The Employer will allow the Contractor the free use of all specials tools, which are provided with each craft/equipment as and when required.

- d. The Contractor will provide all other equipment and tools, which are to be used in workshop or on the job for servicing and repairs jobs.
- e. The Employer shall provide from its stock the required spare parts to make the defect good, if available, to the Contractor or to a person authorised by him. In case the spares or any other item required for the repair jobs are not available with the Employer's stock, the Contractor with the permission of the Engineer will procure the same from the local market or local manufacturer or through import as acceptable to the Employer. Vendors' invoices will be provided by the Contractor if quotation is approved by the Engineer.
- f. The spares and material to make the defect good may be procured by the Contractor using his own resources. The representative of the Ops. Maintenance Deptt may go along with the representative of the Contractor for such purchases of any item up to a value of Rs. 300,000/- (Rupees three hundred thousand).

28. Other Terms and Conditions:

- a. Contractor shall return all the replaced, damaged or unserviceable parts, whenever possible to the Employer after completion of repairs. The removal and disposal of all the old materials such as wood, pipes, metallic / non-metallic etc released from the repairs after completion of awarded work, will be the responsibility of the Contractor.
- b. The Contractor will be required to pay the cost of spare parts special tools, which are damaged or broken as a result of carelessness or bad workmanship by the Contractor, his servants, subcontractors or agents.
- c. The Contractor shall make all necessary shifts or firm arrangements for the safety of materials, spares tools and equipment etc. under his custody.
- d. The Contractor shall not be held responsible for any hold up or delay in completion of work for reasons beyond his control, under force majeure clause, however every effort shall be made to complete the repairs within the scheduled period.
- e. All survey fees for attended work will be paid by the Employer.
- f. The Employer may carry out the work from the outside Contractors as well, whenever found economical and necessary. However, payment will be made to Contractor.

29. Settlement of Disputes/ Arbitration

- a. This agreement will be subject to laws of Pakistan and Pakistani courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of the Contract and the Contractor hereby submits to the jurisdiction of Pakistani courts for the purpose of any such actions and proceedings. However, the settlement of any disputes between parties in the manner laid down below in sub clauses (b), (c), (d) and (e) will be a condition precedent to initiating any proceeding in court.

- 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 so 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 required arbitration as hereinafter provided or not. If the 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 period of 15 days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Engineer shall 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 dis-satisfied 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 named period of 15 days as the case may be, require that the matter is dispute be referred to arbitration as hereinafter provided.
- c. This arbitration will be carried out according to the Arbitration Act 1940 or any statutory modification or re-enactment thereof for the time being in force. It will be held in Karachi in any case. The point of issue will thereby be submitted to two arbitrators, of whom one will be nominated by PQA and the other by the Contractor, who before entering upon their reference should appoint an umpire on mutual agreement and if they do not agree a judge of superior court should appoint the umpire. The arbitration award should be final and binding on both the parties.
- d. All disputes and differences, for which the eventual decision of Engineer is not, as aforesaid, final and binding shall be finally settled by the arbitrators / umpire named under this provision.
- e. The arbitrators/umpires shall not enter on the reference until after the completion or alleged completion of the works, unless it is with the written consent of the PQA and the Contractor.

**TO BE SUBMITTED SEPERATELY
IN SEALED ENVELOPE**

FINANCIAL OFFER (BOQs)

PART - VI

-35-

1. **Management and Overhead Expenses:**

The tenderer must carefully calculate his management and overhead expenses which are to be inducted in **BOQ-10**. These rates must be realistic as well as competitive otherwise the overall offer may either become too expensive or economically unsustainable.

2. **Details of Machinery, Equipment, Tools and other Fixed Assets:**

The tenderer should give complete details (item wise) of all such fixed assets such as machinery, equipment, plants, fixtures which he owns at site of his workshop. Details of the minimum equipment which must be installed by the Contractor at PQA workshop is given at Annexure-M.

3. **Break Down of Hourly Rate:**

The tenderer should work out the quoted hourly charge rate taking into account the following.

- a) Direct skilled and unskilled labourer
- b) Indirect labour
- c) Management and overhead cost
- d) Direct consumable supplies, while working out the impact of management and overhead expense on the hourly charge rate it should be taken into consideration that a substantial portion of such expenses must be allocated towards the work to be carried out on job basis as given in detailed schedule of work. In this way the balance portion of the management and overhead cost should be spread on the volume of work assessed by the contractor to be fallen under the category of work to be charged on hourly basis.

4. **Quotation of Hourly Charge Rate:**

The quotation for hourly charge rate, however, would show the break down on the per hour basis as per BOQ-10 of Tariff Rates.

5. The Financial offers will be evaluated on the basis of BOQ-1 to BOQ-10. Bidder declared lowest in sum of BOQ-1 to BOQ-10 will be assessed as the lowest bidder.

BOQ RATES PER UNIT/TIME - DIESEL ENGINES OVERHAULING

Cost is included all types of consumable material e.g grease, joint, orings. chemical etc and man hrs
Amount in Rs.

Engine of BHP up to	10	11-25	26-50
1.Major overhaul (MOH)			
2.Top Overhaul (TOH)			
3. Cleaning of Sea Water Cooler			
4. Cleaning of Fresh Water Cooler			
5. Calibration of Fuel Injectors			
6. Cleaning of Oil Coolers			
7.Cleaning of Radiators			
8.Cleaning of Gear Oil Coolers			
9.Renewal of 01 Liner			
10.Complete Overhaul of Fuel Pump			
11.Complete Overhaul of Lube Oil pump			
12. Complete Overhaul of Turbo Charger			
13. Complete Overhaul of Fuel Governor			
14 . Complete Overhaul of Sea water pump			
15. Complete Overhaul of 01 unit			
16. Complete Overhaul of fresh water pump			
17. Only Tappet Adjustment			
TOTAL			

Continued

BOQ RATES - DIESEL ENGINES OVER HAULING
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Cost is included all types of consumable material e.g grease, joint, orings. chemical etc and man hrs

Engine of BHP up to	51-75	76-125	126-200
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1. Major overhaul (MOH)			
2. Top Overhaul (TOH)			
3. Cleaning of Sea Water Cooler			
4. Cleaning of Fresh Water Cooler			
5. Calibration of Fuel Injectors			
6. Cleaning of Oil Coolers			
7. Cleaning of Radiators			
8. Cleaning of Gear Oil Coolers			
9. Renewal of 01 Liner			
10. Complete Overhaul of Fuel Pump			
11. Complete Overhaul of Lube Oil pump			
12. Complete Overhaul of Turbo Charger			
13. Overhaul of Fuel Governor			
14. Complete Overhaul of Sea water pump			
15. Complete Overhaul of 01 unit			
16. Complete Overhaul of fresh water pump			
17. Only Tappet Adjustment			
TOTAL			

Continued

BOQ RATES - DIESEL ENGINES OVERHAULING

Cost is included all types of consumable material e.g grease, joint, orings. chemical etc and man hrs

Engine of BHP up to	201-300	301-450	451-1000
1.Major overhaul (MOH)			
2.Top Overhaul (TOH)			
3. Cleaning of Sea Water Cooler			
4. Cleaning of Fresh Water Cooler			
5. Calibration of Fuel Injectors			
6. Cleaning of Oil Coolers			
7.Cleaning of Radiators			
8.Cleaning of Gear Oil Coolers			
9.Renewal of 01 Liner			
10. Complete Overhaul of Fuel Pump			
11. Complete Overhaul of Lube Oil pump			
12. Complete Overhaul of Turbo Charger			
13. Complete Overhaul of Fuel Governor			
14 . Complete Overhaul of Sea water pump			
15. Complete Overhaul of 01 unit			
16. Complete Overhaul of fresh water pump			
17 Only Tappet Adjustment			
TOTAL			

Continued

BOQ RATES - DIESEL ENGINES OVERHAULING

Cost is included all types of consumable material e.g grease, joint, orings. chemical etc and man hrs

Engine of BHP up to	1001-1500	1501-2000	2001-3000
1.Major overhaul (MOH)			
2.Top Overhaul (TOH)			
3. Cleaning of Sea Water Cooler			
4. Cleaning of Fresh Water Cooler			
5. Calibration of Fuel Injectors			
6. Cleaning of Oil Coolers			
7.Cleaning of Radiators			
8.Cleaning of Gear Oil Coolers			
9.Renewal of O1 Liner			
10. Complete Overhaul of Fuel Pump			
11. Complete Overhaul of Lube Oil pump			
12. Complete Overhaul of Turbo Charger			
13. Complete Overhaul of Fuel Governor			
14 . Complete Overhaul of Sea water pump			
15. Complete Overhaul of O1 unit			
16. Complete Overhaul of fresh water pump			
17 Only Tappet Adjustment			
TOTAL			
TOTAL (BOQ 1 BHP 10-3000)			

Notes :

- The terms MOH and TOH means the activities given in the respective maintenance manual of OEM.
- After completion of MOH or TOH, lube oil will be provided by PQA (only one time) i.e. if rework is required then Contractor will provide lube oil.
 - Firm may give separate cost for each make / model of diesel engine if desired.
 - Make & Model of diesel engines included in PQA inventory is given in Annex –A
 - Details of Buoys and Navigational Aids is given in Annex-B
 - List of Fire Fighting Appliances is given in Annex-C.
 - Sea trials will be taken as per procedure given in OEM manual after MOH or TOH of the engine as per instructions by Chief Engineer.

BOQ RATES – ELECTRONICS CONTROLS OF DEISEL ENGINES

Cost including consumable materials and man hrs but not spares

S.No	Description	MTU engines	Caterpillar Engines	MAN Engines	Cummins Engines	Other Engines
1.	Repair of Control Unit e.g EMU, ECU, GCU etc.					
2.	Defect Diagnoses of Control System & Repairs.					
3.	Software Downloading					
TOTAL						

Note:

Above cost are included consumable & labour but not spare parts.

BOQ RATES – OVERHAUL OF ITEMS MENTIONED BELOW

(Including consumables & man hrs)

	Cost per unit
A. <u>Out Board drive unit</u>	
i) With engine	
ii) Without engine	
B. <u>Independent pumps</u>	
i) Up to 10 cu M/hr Water	
Oil	
ii) Up to 11-20 cu M/hr Water	
Oil	
iii) Up to 21-40 cu M/hr Water	
Oil	
iv) Up to 41-80 cu M/hr Water	
Oil	
C. <u>Attached Pumps</u>	
i) Rubber Imp. Type Medium	
Small	
ii) Fire pumps on Tugs	
(Engine Driven)	
iii) Steering Gear Hyd. P/p	
Motor Operated	
Hand Operated	
iv) Self Starter	
24 volts	
12 volts	
v) Pneumatic self Starter	
Large	
Medium	
vi) Dynamo/Alternator	
24 volts	
12 volts	
vii) Window wiping system	
24 volts DC	
220 volts AC	
viii) Hydropher water system	
ix) P/p & Motor on same shaft	
24 volts DC	
220/440 AC	
x) Hook release system	
xi) Pneumatically operated	
xii) Hand operated	
D. Quick closing valve system	
As fitted on tugs & Pilot Boats	
E. Search Lights (24 DC /220 AC volts, 1000 volts)	
F. Search Lights (24 DC /220 AC volts, 2000 volts)	
G. Main Circuit Breakers Switch Board	
H. Auxiliary Circuit Breakers Switch Board	
Total = A+B+C+D+E+F+G+H	Total

Note: repair work of above item will be charged as per man hrs.

Continued

BOQ RATES FOR OVERHAUL OF ITEMS MENTIONED BELOW

(Including consumables & man hrs)

A.Overhaul of Mono Block pump **Cost per unit**

- i)1 hp
- ii) 2 hp
- iii) 3 hp

B.Sky light closing / Operating system

C. Windlass(Complete) Mech. System

D. Windlass Tugs 6 KW Mech. System
Elect. System

E. Capstan 10 KW Mech. System
Elect. System

F. Vent blower
Up to 1 KW

- 1-2 KW
- 2.1-5 KW
- 5.1-10 KW

G. Battery charger

- 0-25 Amp. Hr.
- 25-50 Amp. Hr
- 50-100 Amp. Hr

H. Valves O/Hauling

Up to 25 mm dia

- 26-50 mm dia
- 51-75 mm dia
- 76-100 mm dia
- 101-150mm dia
- 151-200 mm dia
- Hydrant valves /unit

I. Air Compressor complete

- 2 stage air cooled
- stage water cooled
- stage water cooled

J. Air compressor coupling
inspection and adjustment

K. Air bottle complete/bottle

L .Only mountings/bottle

Total = A+B+C+D+E+F+G+H+I+J+K+L

Total

Note: repair work of above item will be charged as per man hrs.

Continued

BOQ RATES FOR OVERHAUL OF THE ITEMS MENTIONED BELOW

(Including consumables & man hrs)

	Cost per unit
A. i) A.O/hauling of Davit	
ii). Life boat buoyancy tanks (Opening testing &refitting)	
B.Derrick block sheave Complete o/haul	
• 10 cm dia	
• 10.1-20 cm dia	
• 20.1- 30 cm dia	
C. Renewal of sheave block bush	
D. Renewal of block's side plates	
E. Renewal of pin	
F. Removal and renewal of broken studs	
G. Water tight door toggle O/hauling	
Medium	
Large	
H. Life raft handling	
I. Fire fighting guns servicing	
J. Fire extinguisher handling	
• Up to 2 gallons	
• Up to 5 gallons	
• Up to 10 gallons	
K. CO2 bottle handling	
L. Servicing & gas charging of a/c unit	
M. Servicing and gas charging of domestic fridge up to 6 cu feet up to 6.1 to 12 cu. Feet	
N. Servicing and gas charging of water cooler/unit	
O. Servicing and gas charging	
P. Package type A/C unit (12000 BTU-18000 BTU)	
(18000 BTU-24000 BTU)	
(24000 BTU – 36000 BTU)	
(36001 BTU – 60000 BTU)	
Q. A/C Condenser cleaning (12000 BTU-18000 BTU)	
(18000 BTU-24000 BTU)	
(24000 BTU – 36000 BTU)	
(36001 BTU – 60000 BTU)	
Total = A+B+C+D+E+F+G+H+I+J+K+L+M+N+O+P+Q	Total

Note:

The repairs/defects not mentioned in BOQ-3 will be attended by the Workshop on the basis of man hrs of unskilled / skilled labourers.

BOQ RATES FOR OVERHAUL OF ITEMS MENTIONED BELOW

(including consumable and man hrs)

up to	1 kW	2-5 KW	6-10 KW	11-20 KW
O/H & Varnishing of Elect. Motors				
Rewinding of Elect. Motors(with material)				
Starter/switch				
Gear o/hauling				
O/H & Varnishing of Alternator				
Rewinding of Alternators(Including Material)				
Insulation testing				
Total				

Upto	21-30 KW	31-40 KW	41--50 KW
O/H & Varnishing of			
Elect. Motors			
Rewinding of Elect. Motors			
(with material)			
Starter/switch			
Gear o/hauling			
O/H & Varnishing of Alternator			
Rewinding of Alternators			
(Including Material)			
Insulation testing			
Total			

Upto	51-60 KW	61-70KW	71-80KW
O/H & Varnishing of			
Elect. Motors			
Rewinding of Elect. Motors			
(with material)			
Starter/switch			
Gear o/hauling			
O/H & Varnishing of Alternator			
Rewinding of Alternators			
(Including Material)			
Insulation testing			
Total			

Note: Repair works related to above machinery will be charged as per man hrs.

BOQ RATES FOR OVERHAUL ITEMS MENTIONED BELOW (Including consumables & man hrs)

Up to	81-90 kW	91-100 kW	100-200 kW
O/H & Varnishing of Elec. Motors			
Rewinding of Elect. Motors (with material)			
Starter/switch			
Gear o/hauling			
O/H & Varnishing of Alternator			
Rewinding of Alternators			
(Including Material)			
Insulation testing			
Total			

Up to	201-300 kW
O/H & Varnishing of Elect. Motors	
Rewinding of Elect. Motors (with material)	
Starter/switch	
Gear o/hauling	
O/H & Varnishing of Alternator	
Rewinding of Alternators	
(Including Material)	
Insulation testing	
Total	

Total of BOQ-4 upto kW 1 to kW300

Note: Repair works related to above machinery will be charged as per man hrs.

Continued

BOQ RATES FOR THE RENEWAL / REPAIR MENTIONED BELOW

(Cost includes material handling staging, one coat of primer, cost of plate and man hrs)

	Renewal/Kg	Crop/Fair/Refit/Kg
Shell plate below bilge keel		
Shell plate above keel up to main deck		
Deck plate without sheathing		
Deck plate with removal and refitting of Sheathing		
Bulkheads		
Frames		
Angles		
Tank top without covering		
Tank top with removal of covering and refitting		
Extra % cost for under flooring plates		
Doublers		
Repairing of ladder steps		
Wooden step		
Steel step		
Monkey steps		
Channel renewal including		
Staging up to 100 mmx100 mm		
100 mmx150 mm		
200 mmx250 mm		
Extra % for renewal in case using Bureau Veritas (BV) approved material.		

Total

BOQ RATES FOR THE ITEMS MENTIONED BELOW

(Cost includes material handling staging, one coat of primer and cost of pipe and man hrs)

Renewal includes Cost of pipes/meter

	Copper Brass	GI	Mild steel	Schd. 1-10	Schd.11-20	Schd.-21-30
1-3 cm dia						
1.1 – 6 cm dia						
6.1– 9 cm dia						
9.1– 12 cm dia						
12.1-15 cm dia						
15.1- 20 cm dia						
20.1-25 cm dia						
Total						

Schd.31-40 Schd.41-50 Schd.51-60 Schd.61-70 Schd.71-80 Schd.81 & more

1-2 cm dia						
3.1 – 6 cm dia						
6.1 – 9 cm dia						
9.1 – 12 cm dia						
12.1-15 cm dia						
15.1-20 cm dia						
20.1 – 25 cm dia						
Total						

Tanks

	<u>Cleaning, Chipping and Scrapping</u>	<u>Cement washing & press testing</u>
Ballast water tank		
1-10 tons		
11-50 tons		
51-100 tons		

	<u>Gas freeing & cleaning Pressure testing</u>	<u>Gas freeing for hot work & Pressure testing</u>
Fuel tank		
1-10 tons		
11-50 tons		
51-100 tons		

Total

BOQ RATES FOR THE ITEMS MENTIONED BELOW

(Cost including consumable materials but not spares parts and man hrs)

Cost

- Removal of port hole cover
- Battery charging including handling
- Shifting of batteries from craft to craft
- Handling of items from stores to craft
(including transport & labour)

- Tank manhole covers refitting
Up to 30 x 50 cm
(including opening cleaning/re-jointing
and refitting)

- Renewal of water tight door packing
(removal of old packing, channel cleaning,
one coat of primer and fixing of packing)

- Renewal of wooden fenders (outer length)
Channel 4"x4"
6"x5"
10'x 8"
(Painting of channel and fixing of wood in place)

- Hull cleaning/chipping/wire brushing/sq. meter
- Painting of hull/coat/sq. meter

- Engine room washing/cleaning/painting/tug
/boat
- Shifting of independent pumps from craft to craft

Total

BOQ RATES FOR THE WORKS MENTIONED BELOW	
(Cost including consumable materials but not spares parts including man hrs)	
	Cost
Balancing of shaft (opening, inspection and refitting)	
Coupling inspection (opening, inspection and refitting)	
Excluding gear box removal/tug/shaft	
Including gear box removal/boat/shaft	
Shaft brakes inspection/tug (opening, inspection and refitting)	
Lifting/ lowering of steel boats upto 25 tons	
Lifting/ lowering of steel boats upto 50 tons	
Lifting/ lowering of steel boats upto 75 tons	
Lifting/ lowering of GRP boats upto 10 tons	
Lifting/ lowering of GRP boats upto 60 tons	
Lifting/ lowering of steel barges/act	
Prop shaft withdrawl and refitting including rudders	
Upto 5CM dia	
Up to 10 CM dia	
Upto 12.5 CM dia	
Removal of rudder only	
Ultra sonic gauging of shell plates with BV Certificate	
Up to 10 points	
Each additional point	
SS pipe hand rail straight	
Up to 5 CM dia	
Extra % for each bend	
Anchor chain servicing and calibration/shackle	
Anchor chain up to 15mm link/M	
Anchor chain up to 25mm link/M	
Shallow draft boat hiring charges/day	
Divers services charges/hour (actual time of diving will be counted)	
Underwater hull inspection with CCTV/hour	
Self contained welding unit (170-180 Amps)/day	

Note: Any lifting / lowering job of any other machinery / board not covered in BOQ will be charged as per man hrs

BOQ R&M RATES FOR THE ITEMS MENTIONED UNDER
(Cost includes consumable material & man hrs)

Cost

BUOYS

<u>Steel Buoys</u>	Servicing/Maintenance cost/Buoy- _____	Steel Renewal per meter
<u>GRP Buoys</u>	Servicing/Maintenance cost/Buoy- _____	Steel Renewal per meter
<u>Mooring Buoys</u>	Servicing/Maintenance cost/Buoy- _____	Steel Renewal per meter
Day Mark	Servicing/Maintenance cost/Piece- _____	Steel Renewal per meter
Radar reflector	Servicing/Maintenance cost/Piece- _____	Steel Renewal per meter
Solar Battery	Servicing/Maintenance cost/Piece- _____	Steel Renewal per meter
Solar panel	Servicing/Maintenance cost/Piece- _____	Steel Renewal per meter
Lantern	Servicing/Maintenance cost/Piece- _____	Steel Renewal per meter
Anchor Chain	Servicing/Maintenance cost/M length- _____	Renewal cost/M Length per mtr
Swivel	Servicing/Maintenance cost/Piece- _____	Steel Renewal per meter
Shackles	Servicing/Maintenance cost/Piece- _____	Steel Renewal per meter

Leading Lights Tower

Tower	Chipping painting cost/tower
Beacons	Maintenance cost/piece- _____ Renewal cost/Piece per meter

Light House

Solar panel	Maintenance cost/piece- _____	Renewal cost/Piece per meter
Light	Maintenance cost/piece- _____	Renewal cost/Piece per meter
Lantern	Maintenance cost/piece- _____	Renewal cost/Piece per meter
Generators 11 KVA each	Monthly Maintenance- _____	Complete o/haul
Polymer (Biphenol) Lining	Cost/M ² area- _____	Cost/BUOY

Servicing and repairing cost of steel/GRP Buoys is to include the cost of all the material required
 Cost of imported material/items is to be paid on actual with 7% service charges

BOQ HOURLY RATES FOR THE LABOUR AS MENTIONED BELOW

(Applicable for items of work not covered under fixed R&M cost.)

- | | | |
|---|----------------------|---------|
| 1. <u>DIRECT SKILLED LABOUR</u> | Rate / Hour (Rupees) | |
| a. Electronic Technician | | |
| b. Diesel / Petrol Engine Mechanic | | |
| c. Skilled Mechanic | | |
| d. A/C Mechanic | | |
| e. Welder | | |
| f. Denter | | |
| g. Painter | | |
| h. Carpenter | | |
| j. Auto Electrician | | |
| k. Plumber | | |
| l. Mason/Un-skilled | | |
| m. Other trades | | |
| 2. <u>DIRECT UNSKILLED LABOUR</u> | | |
| Overheads (Indirect labour / Managers, Supervisors etc) | - | _____ % |
| 3. <u>PROFIT MARGIN PERCENTAGE</u> | - | _____ % |

Note:

- (i) The contractor shall carry out all day work with in the normal working hours, unless the Engineer/manager has given written approval to the contrary. Payment of labour employed on day work performed outside normal working hours will be made at the overtime rates only if the Engineer has given such approval. Rates for the overtime shall be the rate indicated above plus 50% increase for overtime work.
- (ii) The charges for providing labour for the work to be attended in the Channel / Anchorage will be increased by 25% over and above the normal rates at clause 1 above. The charges for overtime for the labour work performed in the Channel will be applicable on the net rates indicated at Clause-1 above.
4. **SERVICE CHARGES** The following will be reimbursed
- | | <u>% additional to actual cost</u> |
|--|---|
| a. Procurement /supply of parts (Local & Imported) | 12 % |
| b. Manufacturing of certain parts from local market | 12 % |
| c. Sub Contracting jobs on Director (Ops. Maint) directive | 12 % |

Note:

- (a) The paid Cash Memo in original shall be required for reimbursement of the Service Charges.
- (b) The Sales Tax Invoice shall be required in respect of Sales Tax Items claimed for Service Charges. The deduction of applicable rate of Sales Tax will be made as per notification from F.B.R.
- (c) The Financial offers will be evaluated on the basis of BOQ-1 to BOQ-10. Bidder declared lowest in the sum of BOQ-1 to BOQ-10 will be assessed as the lowest bidder.
- (d) No extra transportation will be entertained all expenditures must be included in the BOQs. Extra transportation will be given for those repairs / maintenance where special transport requires to be arranged by the Workshop.

SUMMARY OF BOQ 1 TO 10

Total of BOQ 1	_____
2	_____
3	_____
4	_____
5	_____
6	_____
7	_____
8	_____
9	_____
10	_____
Total BOQ 1 to 10	_____

PART VII

ANNEXURES

LIST OF POA FLOATING CRAFT

ANNEX-A

Sl. No.	NAME OF CRAFT	YEAR OF BUILT	DIMENSION LXBXD METERS	Engine Type	BHP
	BUOY TENDER				
1	MAZDOOR	1978	43x 11 x 3	Main Engines Ruston Aux Engine Dorman Harbour Set Dorman	2 x 800 BHP 2 x 300 KW 1 x 64 KW
	BERTHING TUGS				
2	DEEBAL	2005	32X9X2.5	Main Engine MTU Aux Engine Perkins	2 x 2000 BHP 2 x 85 KW
3	SACHAL	do	Do	Do	Do
4	MT KADIRO 2012	2012	28.20 X 12.50 X 5.5	Main Engine Caterpillar 2 x 3516C Aux Engine Caterpillar 2 X C4.4 DITA	2000 KW 2 x 94 KW
5	MT Sohna	2018	32.0x12.8x6.0	Main Engine Caterpillar 2x351 bc Aux.Engine Cummins 2xQSB7-DM	2350x2 122x2
6	MT Mohna	2018	32.0x12.8x6.0	Main Engine Caterpillar 2x351 bc Aux.Engine Cummins 2xQSB7-DM	2350x2 122x2
	SURVEY BOATS				
7	JATLI	1981	19.7 x 5.6x 1.75	Main Engine R. Royce Aux Engine G&M	2 x 350 BHP 2 x 14 KW
8	SADAF	1980	8.2 x 2.7 x 0.7	Main engine PERKIN	124 BHP
	INSPECTION BOAT				
	MOORING BOATS				
9	HOORI	1978	10.75 x 3.5 x 1	Main Engine Kelvin	193 BHP
10	NOORI	1978	10.75 x 3.5 x 1	-do-	-do-
	Surveillance boats				
11	Makli	2003	13 x 3.7x 0.7	Main Engine Yamaha	2 x 255 BHP
12	Sohni	do		Do	Do
	Pilot Boats				
13	Kalri	2003	20 x 5.9 x 1.3	Main Engines MTU Aux Engine W. beke	2 x 1000 BHP 2 x 25 KW
14	Keenjhar	do	Do	Do	Do
15	Lahoot 2012	2012	20.50 x 5.5 x 1.5 m	Main Engine Caterpillar C-18 ACERT Aux Engine C4.4 DINA	2 x 651 KW / 873 2 x 38 KW
16	Amber	2018	20.50x5.9x1.61	Main Engines MAN 2xD2862LE422 Aux Engines Caterpillar 2xC4.4 Dina	2x749 2x43
17	RHIBs Hull Material Fiber Glass	2017	Asis 9.5 m boat Asis 12 m boat	i). 2 x outboard engine Model: Yamaha 4 stroke F200 / FL 200 BETX ii) 2 x outboard engine Model: Yamaha 4 stroke F300 / FL 300 BETX	2 x 200 HP Petrol 2 x 300 HP Petrol

DETAILS OF PQA BUOYS & NAVIGATIONAL AIDS

NAME OF EQUIPMENT	NO.	MAIN PARTICULARS	REPAIRS GENERALLY REQUIRED
		<u>High focal plan tale tube buoys</u>	
Fairway buoys	02	High focal plain tail tube buoys 3.02M dia, focal ht. 6.6M super structure made by steel bolted & welded buoy body.	Tail tube, counter weights super structure, wing type day mark, solar lights, radar reflector, batteries lantern hoods repair of buoy bodies chipping & painting of buoys bodies.
Skirt keels steel boys 3.0M dia	20	Skirt keel 3.0M steel buoy ht. 4.5M.	-do -
Skirt keel steel 2.4 dia	54	Skirt keel steel buoys 2.4M steel buoys ht. 5.74 super structure made of steel day mark plastic	-do-
Light house at Khuddi	01	40M concrete structure solar light generator.	Solar system gas light batteries generators.
Fixed beacon range and transit lights	13	Steel structure with solar power lights	Steel structure to be cleaned repaired and painted if required. Solar panel lights reflector to be adjusted & repaired.
Mooring buoys	08	Flat top mooring buoys 2.85 dia weight 11 tons.	Buoys body to be repaired painted. Release hook fender main hole cover.

LIST OF FIRE FIGHTING ASSETS

S.No	Equipment	Details	Qty
1	Fire Tender –HINO-FF	6 Cylinders Engine fire pump Meraj 5000 GPM at 1000 PSI	04
2	Water Bowzer (Meraj) HINO-FF	6 Cylinders Engine Meraj Pump	01
3.	Fire Trailer Pump (ULTRA) along with Towing Unit	6 Cylinders BELA 500 GPM at 100 PSI	02
4.	Fire Trailer Pump (ANGUS) Alongwith Towing Unit	2 Cylinders Engine 115 GPM	02
5.	Portable Small Water Pump (Honda)	4 Cylinders Engine 115 GPM	01
6.	Portable small Water Pump (Daishin)	4 Cylinders Engine 115 GPM	01
7.	Fixed Fire Pump (Service Jetty) (Electric Driven)	SIEMEN-1981, 220 HP, RPM-1485. KSB Pump, 198-7 HP, 1980	01
8.	Fixed Fire Pump (Service Jetty) (Diesel Driven)	DEUTZ, 264-HP, 1450 RPM KSB Pump, 198-7 HP, 1980 GPM	01
9.	High Expansion Foam Generators	SKUM	02
10.	Extension Ladders (SS)	-	02
11.	Self Contained Breathing Apclausetus	Complete with Mask, Air Cylinder seat etc	
12.	Foam Tanks (Units0	1000 Ltrs and 120 Ltrs capacity	
13.	In line inductors	225 / 450	02
14.	Portable fire extinguishers (Different Sizes)	CO2, Dry Powder, Foam	150

Note: Any other fire fighting equipment can also be included in the list.

GENERAL INFORMATION

Company

Name:.....
.....

1. Head Office Address.....
.....
.....

Tel. No. E.mail.....
Fax No.....

2. Regional Office Address (if any)

Address:.....
.....

Tel.No.....E.mail.....Fax No.....

3. Local Office Address (if any)

Address:.....

Tel.No.....E.mail.....Fax No.....

4. Name and position in the organization, of the person to be contacted.

STAFF DETAILS & BIO DATA

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

NOTE: Bio-data with work experience of each key staff be attached.

EXPERIENCE OF THE FIRM:

Main Lines of Business:

.....
.....
.....

1.....	Since.....
2.....	Since.....
3.....	Since
4.....	Since
5.....	Since.....
6.....	Since
7.....	Since.....
8.....	Since

FINANCIAL DATA

A. Summary of assets and liabilities on basis of the audited financial statement of the last three financial years.

		Year	Year	Year
1.	Total Assets			
2.	Current Assets			
3.	Total Liabilities			
4.	Current Liabilities.			
5.	Net Worth (1-3)			
6.	Working Capital (2-4)			

B.

1. Name / Addresses of Commercial Bank in the country of origin and local branch providing credit line:

.....
.....
.....
.....
.....

2. Approx. Amount of credit line:

.....
.....

Attach copies of the Banker's Certificate, audited financial statements of the last three financial years.

LIST OF ALL ONGOING MANNING CONTRACTS

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

Annex-J

OWNER SHIP DECLARATION

1. I / We hereby declare that I/We are the sole / joint owners of the Firm / Company / Workshop whose details are given below.

a. Company / Form / Workshop Name. _____

b. Address: Head Office : _____

Telephone : _____

Workshop Site: _____

Telephone: _____

2. I / We understand that no modifications in any form will be allowed in any form during the currency of the Contract except at the entire discretion of the Employer.

Owner's Name _____ CNIC No. _____ Signature _____ Date _____

Joint Owner's Name _____ CNIC No. _____ Signature _____ Date _____

Firm's Seal _____

COPIES OF PARTNERSHIP/COMPANY/JOINT VENTURES DOCUMENTATION
(IF APPLICABLE)

The Tenderer should insert copies of partnership/company/Joint ventures documentation authenticated by Notary Public (to be inserted by the tenderer)

In case of Joint Venture Leading partner to submit all relevant documents of his firm required in tender / Technical evaluation criteria.

**DETAILS OF FIXED ASSETS & MACHINERY HELD BY TENDERER
IN HIS WORKSHOP**

1. Following is a list of machinery / equipment / tools where are required to be available at the main workshop of the bidder.

<u>S.No.</u>	<u>Major Machinery / Equipment</u>	<u>Points</u>
a.	Lathe Machine	
b.	Drill press	
c.	Bench Grinder	
d.	Electric Arc Welding Generator	
e.	Power hacksaw	
f.	Cutting & Welding torches – Oxy Acetylene	
g.	LP Air Compressor	
h.	Hydraulic Jacks	
	<u>Hard Tools / Equipment</u>	
i.	Bench tools eg. Spanners, hammers, Socket Wrenches, Chisels etc	
j.	Power tools, pneumatic / electric etc	
k.	Electrical / Electronic test equipment eg. Megger, tong tester, stroboscope, Compressor gauges, etc	
l.	Measuring tools eg. Vernier Calipers Micrometers etc.	
m.	General / special tools for overhauling M.T.U, MAN, Cummins, Yamaha and caterpillar engines held with PQA as per Annex-A.	

2. Complete details of the fixed assets and machinery held by the tenderer in his own workshop and offices is to be given below.

<u>S.No.</u>	<u>Asset/ Machinery Description</u>	<u>Quantity held</u>
---------------------	--	-----------------------------

“To be filled by the tenderer”

EQUIPMENT TO BE INSTALLED BY CONTRACTOR

The following minimum equipment owned by the contractor is to be installed in the premises of the Port Qasim Authority site workshop for the currency of the contract.

S#	Type of equipment	Quantity
1.	Lathe machine 2m bed length	01
2.	Power Hacksaw	01
3.	Drill Press - 02 inches chuck size	01
4.	Bench Grinder	01
5.	Electric Arc Welding Generator	01
6.	Cutting & Welding torches – Oxy – Acetylene	04
7.	Heavy duty LP air compressor	01
8.	Power Tools – Pneumatic socket wrenches, Pneumatic & Electric disc grinders & Cutlass hand drill machines	
9.	Electric armature winding machine	01
10.	Portable Test Equipment e.g. Meggers, Tong Testers, Stroboscopes, Compression gauges / kit, oil analysis kit	
11.	Heavy duty Battery Chargers, hydrometer, ampere & Volt meter etc	
12.	Spray painting equipment	
13.	Holt / Cold spray jet washing machine	
14.	Workshop tools e.g. spanner, screw drivers, wrenches, hammers hacksaw head, planers, carpentry tools	
15.	Refrigeration & Air-conditioning machinery test and repair equipment / tools	
16.	Portable Hydraulic Jacks	
17.	Any other equipment which may be required for the repair jobs.	

DETAILS OF MINIMUM WORK FORCE TO BE DEPLOYED BY CONTRACTOR

The following minimum work force is to be deployed by the Contractor at the workshop at PQA at all times.

OFFICERS

1. Officer Incharge / Manager Workshop Engineer COC-I Class	-	01
2. Supervising Engineer (COC – II- III Class)	-	04
3. Coordination Officer / Billing	-	01

SUPERVISORS

1. Foreman Workshop (Mechanical)	-	01
2. Assistant Foreman (Mechanical)	-	01
3. Assistant Foreman (Electrical / Electronics)	-	01
4. Supervisor (Mechanical)	-	04
5. Supervisor (Electrical)	-	02
6. Supervisor (Electronics)	-	01

TECHNICIAN

1. Turner/ Mechinist	-	03
2. Welder	-	06
3. Diesel Mechanics	-	06
4. Electricians	-	03
6. Electronic technician	-	02
6. Fitters, Riggers etc	-	04
7. Labourers	-	10-12

Annex-O

(Non Judicial Stamp Paper of Appropriate Value)

INTEGRITY PACT

_____ hereby declares that it has not obtained or induced the
(the Seller/Supplier)
procurement of nay contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entry owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing _____ represents and
(the Seller/Supplier)
warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to any one and not given or agreed to give and shall not give or agreed to give to anyone without or out side 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 including the procurement of a contract, right, interest, privilege or other obligation or benefits in whatsoever form GoP, except that which has been expressly declared pursuant hereto.

_____ certifies hat it has made and will make full disclosure of all
(the Seller/Supplier)
agreements and arrangements with all persons in respect of or related to the transiting with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warrant.

_____ accepts full responsibility and strict liability for making any false
(the Seller/Supplier)
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 nay contract, right , interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be void able at the option of GoP.

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.

**EVALUATION CRITERIA FOR SELECTION OF MARINE ENGINEERING
WORKSHOP FOR REPAIR AND MAINTENANCE WORKS**

The evaluation criteria for applicant firms are given as under:

- a. The minimum overall points to qualify for registration are 60. However, firm must also qualify in each category by obtaining minimum points.
- b. Income Tax registration is mandatory (Documentary Proof required).
- c. The registration with PEC is mandatory.
- d. Expertise of Caterpillar engines (Documentary Proof required).
- e. Expertise of MTU engines (Documentary Proof required).
- f. Fulfilling with relevant documents mention in part II under heading scope of work

S#	Requirement	Min Point	Max. Points
1.	Experience of Marine Workshop <ul style="list-style-type: none"> • 5 years experience (2.5 points) • 10 years experience (5 Points) • Above 10 years experience (10 points) 	2.5	10
2.	Professional Capability Qualified Professional Engineers & Key. Personnel with practical experience in relevant field (on payroll). <ul style="list-style-type: none"> • 2.5 points for each Graduate Engineer/Engineer COC 1st Class (Max 5 pts). • 2 points for each COC 2nd class/Diploma in specialized field (Max 4 pts). • 1.0 points for skilled technician. 	15	30
3.	Workshop Premises / Offices Experience of providing such services (Documentary Proof required) <ul style="list-style-type: none"> • 10 points for Owned • 05 points for Rented 	05	10
4.	Machinery / Equipment and Tools Available at Work Premises Annexure” L”	20	20
5.	Financial Soundness <ol style="list-style-type: none"> a. Average Working Capital for last three years audited accounts <ul style="list-style-type: none"> • Minimum working capital Rs. 3.00 Million (6 points). 9 } 7.5 • For each additional Rs. 0.50 million (01 point) & Maximum (3 Points). b. Average Gross Revenue for last three years audited accounts. <ul style="list-style-type: none"> • Minimum Gross Revenue Rs. 36.0 Million (4 points). 6 } • For each additional Rs. 4.0 Million 01 Point) & maximum (2 Points). 	7.5	15
6.	Registration with Pakistan Engineering Council <ul style="list-style-type: none"> • 15 points = Category C3 • 12 points = Category C2 • 10 points = Category C1 	10	15
	Total	60	100

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT is made at Karachi on this ___ day of _____ in the year 2012 between PORT QASIM AUTHORITY incorporated and established under the Port Qasim Authority Act, 1973 (Act XL.III of 1993), hereinafter referred to as the “Employer” (which expression shall wherever the context so require and admits include its successors in interest and assignee of the ONE PART.

AND

M/s _____ a company incorporated under the companies ordinance 1984 vide certificate of in corporation No. _____ dated _____ whose registered office is situated at _____ herein after referred to as the “Contractor” (which expression shall wherever the context so require and admits include its successor in interest and assign) of the OTHER PART.

WHEREAS the Employer desires to award certain works of maintenance namely Repair & Maintenance of PQA floating crafts, Buoys, Navigational Aid and Fire Fighting Assets etc. hereinafter referred to as “the works” and has accepted proposal of the contractor.

WHERE AS the CONTRACTOR being authorized and qualified contractor dealing in the maintenance works in consideration of the agreed rate _____.

Now in consideration of the agreed rates. This agreement is witnessed on the following terms and conditions.

NOW THIS AGREEMENT WITHNESSTH AS FOLLOW:

1. The Contractor shall perform the work as defined in and in accordance with the Contract Documents.
Title _____

2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
3. The Contract Documents are complementary to each other and shall be deemed to form and be read and construed as integral part of this Agreement. The contract documents consists of the following.
 - a. Said Tender Document
 - b. The letter of Acceptance by PQA (LOA). _____ dated _____
 - c. Letter of Acceptance by Contractor
 - d. The Performance Bond.
 - e. Financial Offer.
 - f. Mobilization Cost Advance Payment Guarantee
 - g. The Insurance policies.

4. The above-mentioned documents contain the entire Agreement between the parties here to and shall not be modified in any manner except by an instruction in writing signed by the respective parties.
5. The Contractor shall carry out the contracted works with all diligence and care and at all times take all precautions/steps to ensure completion of works in accordance with and within the specified dates(s).
6. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
7. The Employer hereby covenants to pay to the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price at the time and in the manner prescribed by the Contract.
8. The work under this contract agreement will be started by the Contractor with immediate effect as per schedule set forth in the order to commence as will be completed within the stipulated time as given in the said order.

In witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

THE EMPLOYER

By

Position

Witness

Occupation

(SEAL)

THE CONTRACTOR

By

Position

Witness

Occupation

(SEAL)

**FORM OF PERFORMANCE BOND / SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry date _____

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and

Figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the panel sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrator and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and condition of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 30, Defect After Taking Over, of Conditions of Contract are fulfilled.

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

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

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

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

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary(Seal)

2. _____

Name, Title & Address (Seal)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

Expiry date _____

Letter by the Guarantor to the Employer

WHEREAS the _____ (hereinafter called the Employer) has entered into a Contract for _____ (Particulars of Contract), with _____ (hereinafter called the Contactor).

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

AND WHEREAS the Employer has asked the Contractor to furnish guarantee for performance of his obligations under the said Contract.

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

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

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This guarantee shall come into force as soon as the advance payment has been credited to the account of the Contactor.

This guarantee shall expire not later than _____ by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

GUARANTOR(BANK)

Witness:

1. _____

1. Signature _____

Corporate Secretary (Seal)

2. Name _____

3. _____

3. Title _____

Name, Title & Address (Seal)

Corporate Guarantor (Seal)

