

PORT QASIM AUTHORITY OPERATIONS DIVISION



GATEWAY TO NATIONAL PROSPERITY

**TENDER FOR
SUPPLY/ NEW CONSTRUCTION OF
THREE (03) 75 TONS & ONE (01) 85 TONS
BOLLARD PULL
ASD TUGS (LNG COMPATIBLE)
JULY – 2017**

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SECTION – I

THE TENDER



PORT QASIM AUTHORITY

Bin Qasim Karachi

NOTICE INVITING TENDER

SUPPLY / NEW CONSTRUCTION OF THREE (03) 75 TONS & ONE (01) 85 TONS BOLLARD PULL ASD TUGS (LNG COMPATIBLE)

1. Port Qasim Authority (PQA) invites proposals from local and international firms/suppliers/shipbuilding yards as per requirements specified in the Tender Documents for the Supply / New Construction of Three (03) 75 Tons and One (01) 85 Tons Bollard Pull ASD Tugs (LNG Compatible) having escort notation.
2. (i) The Tugs should be newly constructed for deployment at Port Qasim for operations and should comply with certification, documentation, construction requirements of Classification Societies either by Lloyd's, BV, DNV GL, NK or ABS.

(ii) The newly constructed Tugs shall have to be delivered at Port Qasim, Karachi, Pakistan within Six (06) months from the signing of the contract agreement as per broad parameters and technical specifications.
3. Tender documents for the Tugs may be obtained by the firm/suppliers / shipbuilding yard on written request by submitting a payment of Rs. 20,000/- (non-refundable) in the form of Pay Order(s) drawn in favor of Port Qasim Authority. Tender documents may be collected from the office of Director (Ops. Maintenance) during office hours 0900 hours to 1500 hours. The Tender Document has been uploaded on PQA & (PPRA) website.
4. All Firms/Suppliers/ shipbuilding yard shall submit bids for Four ASD Tugs (LNG Compatible) according to Single Stage Two Envelopes method under Rule 36(b) of Public Procurement Rules, 2004 (PPR-2004). Each Bid to be in a single package containing two envelopes. Each envelope shall contain separately the Financial and the Technical proposal.
5. Bids are to be submitted with Bid Securities (Earnest Money) in the form of Pay Orders in favour of PQA amounting to US\$500,000/-(US Dollar Five Hundred Thousand), issued by Pakistani Scheduled Bank having a minimum AA rating located in Pakistan or Foreign Bank Guarantee with counter Bank Guarantee of Scheduled Bank of Pakistan with minimum AA rating. Bid securities shall be enclosed with the Technical proposal in separate envelope. The Tenders without bid security will be rejected.
6. A pre-bid meeting will be held at Port Qasim on 29th August, 2017 at 1100 hrs in the Chairman Secretariat, Conference Room.
7. The Bids are to be submitted in the Chairman Secretariat, Conference Room, Port Qasim Authority, Bin Qasim, Karachi 75020 by 1100 hrs on 20th September, 2017. The Technical Proposals will be opened at Port Qasim Authority, Chairman Secretariat Conference Room on the same day at 1130 hrs in the presence of Bidders/Representatives who wish to attend. The Financial Proposals of the Technically Qualified Firms/Bidders will be opened on a later, date &

time to be intimated accordingly. The Financial Proposals of the Technically Unqualified Firms/Bidders will be returned unopened.

8. PQA reserves the right to accept or reject any or all proposals as per PPRA-2004 and no claims whatsoever in this respect shall be entertained. PQA's decision in this respect shall be final and binding upon all bidders. Bids received after due date and time shall not be entertained.

(Muhammad Saqib)
Secretary

PQA : www.pqa.gov.pk
PPRA: www.ppra.org.pk

FORM OF TENDER

To,
The Secretary
Port Qasim Authority
Bin Qasim
Karachi

SUB:- TENDER FOR SUPPLY/NEW CONSTRUCTION OF THREE (03) 75 TONS AND ONE (01) 85 TONS BOLLARD PULL ASD TUGS (LNG COMPATIBLE)

1. Having checked all conditions affecting the use and purpose of the required Supply/new construction of Three (03) 75 Tons and One (01) 85 Tons Bollard Pull ASD Tugs (LNG Compatible) and also having carefully studied and examined all Tender Documents including the Instructions for Tenderer, Particular conditions of Contract, broad parameters of Technical Specifications and Schedules for inspections, tests and trials and delivery at Port Qasim, Karachi, Pakistan of the above mentioned Three (03) 75 Tons and One (01) 85 Tons Bollard Pull ASD Tugs (LNG Compatible), we the undersigned offer to deliver and guarantee the said Tugs in accordance with the terms and conditions of these Tender Documents. **(Contract Price not to be filled in “Technical Proposal” but to be filled in “Financial Proposal” only)**
2. We understand that the Supply/New Construction of Three (03) 75 Tons and One (01) 85 Tons Bollard Pull ASD Tugs (LNG Compatible) tugs are required for operations at Port Qasim i.e within Six (06) months from signing of the contract agreement shall make available. In the event of our inability to provide the Tugs in prescribed time then we shall be liable to the stipulated liquidated damages and / or forfeiture of Performance Bond.
3. We enclose with our Technical Proposal in a separate envelope earnest money / bid security amounting to US\$500,000/- (US Dollar Five Hundred Thousand) in the form of local Pay Order issued by a Pakistani Scheduled Bank having AA rating in Pakistan or Foreign Bank Guarantee with counter Bank Guarantee of Scheduled Bank of Pakistan with minimum AA rating in favor of Port Qasim Authority.
4. We accept the Tender Documents as valid and binding and as such each page has been countersigned by us.
5. We acknowledge that we have satisfied ourselves about the all environmental conditions including but not limited to winds, swell waves, tidal currents, climatic conditions, monsoon seasons, corrosion conditions and navigational requirements affecting the sea operation, active escorting, conservancy work, berthing, un-berthing to handle LNG Carriers & other Vessels and use/purpose of the tendered Tugs in the Port Qasim Harbour / Channels / Creeks / Anchorages and approaches to the Port , or any other condition(s) which may influence the safe and efficient functioning of the said Tugs in the Port Qasim limits /Harbor / Sea channel and that we shall not raise any claim for lack of such information or any inaccuracy in the Tender documents or statement, if any.
6. We undertake to carry out all contractual requirements for supply/new construction and delivery of the said Four (04) ASD Tugs (LNG Compatible) and any alterations, additions as may be determined after inspection, tests and trials by PQA team / PQA representatives / surveyor of Classification Society within the price/specifications as mentioned in the tender

submitted by us and on completion to supply and deliver the said Tugs to Port Qasim, Karachi under self propulsion or by dry tow, as the case may be, by safe means.

7. We undertake that the newly constructed ASD Tugs LNG Compatible shall be delivered in operational condition at Port Qasim on CIF basis on the Date of Delivery(s) committed by us for the Tugs in Clause 02 of the Particular Conditions of the Contract-Section III and Serial No. 7 of the Summary of Stipulations Section IV of the Contract.

8. The following Documents and Annexure have been duly filled and are being submitted in the Technical Proposal, clearly marked as such.

- | | |
|--|-----------------------|
| i. General Information about the Firm | - Annexure - A |
| ii. Experience of the Firm | - Annexure - B |
| iii. List of Contracts / Ongoing Contracts of the Firm | - Annexure - C |
| iv. Personnel Details | - Annexure - D |
| v. Financial Data of the Firm | - Annexure - E |
| vi. Form of Contract | - Annexure - F |
| vii. Integrity Pact | - Annexure - G |
| viii. Performance Bond | - Annexure - H |
| ix. Bank Guarantee form for Advance Payment | - Annexure - J |
| x. Domestic Price Preference (only for locally constructed) | - Annexure - K |
| xi. Main Equipment Make, Model, Type, Manual etc. | - Annexure - L |
| xii. Inspection Schedule | - Annexure - M |
| xiii. Constitution of the firm (Company Certification of Registration, etc.)
along with copy of Joint Venture Agreement if applicable. | |
| xiv. Form of Bid Security (Bank Guarantee) | - Annexure - N |
| xv. Details of litigation, if any | |
| xvi. Power of Attorney /Authority by Firm / Company authorizing the individual(s) to sign on
its behalf. | |
| xvii. Relevant information/details about the Firm as per requirement and to fill relevant
particulars in Forms (as and where applicable). | |
| xviii. Relevant information, specifications and photographs about Three (03) 75Tons BP ASD
Tugs and One(01)85Tons BP ASD Tug as per requirement of Tender Documents. | |
| xix. Last three years audited Financial Statements for Pakistani firms only. | |
| xx. For Pakistani firms National Tax Number and amount of Income Tax paid during the last
three assessment years (state years of assessment) and online verification for Active
Tax Payer List (A.T.L) of Tax department to be submitted. | |

9. The rates and prices which we have entered in our Financial Offer are without financial and contractual conditions reservations or implications. These have been duly checked, finalized and are correct in every respect.

10. The quoted prices entered in the Financial Offer and in the Bill of Quantities are fixed, firm and no extra payment is admissible for variations / alteration/addition to comply with the Tender as may be proposed after site inspection, test and trials of the Four (04) newly constructed ASD Tugs, (LNG Compatible).

11. A certificate attesting the signatures of our duly authorized representatives is enclosed who bear the powers necessary to enter into a binding contract.

12. We undertake to bear all expenses of visits and stay by PQA representatives for onsite inspections, tests and trials of each of the Tugs, machinery, hull and equipment offered by us.

13. We undertake, if our Tender is accepted, to sign the Agreement of Contract within ten (10) calendar days after receipt of written Letter of Intent from PQA. We shall thereafter carryout at our supply/construction site the proposed additions/alterations to comply with the Tender before dispatch, if any, and deliver as per contractual terms and conditions, the accepted Four

(04) newly constructed ASD Tugs, (LNG Compatible) at Port Qasim Karachi within the specified supply period in the Contract.

14. If our Tender is accepted we will furnish, before signing of the Contract Agreement, a Performance Bond of 10 % of the Contract Price as per terms of Tender documents / Particular conditions of contract as assurance for due performance of the contract.

15. If our Tender is accepted and the Letter of Intent / Award is issued to us, we agree to pay all costs towards the preparation of the legally acceptable Contract Agreement (inclusive of stamp duty).

16. We further agree to abide by this Tender for a Bid validity Period of 120 days from the date of opening of the Bid and it shall remain binding upon us for this Bid validity Period or extended Bid validity Period, if any.

17. Unless and until a formal Contract Agreement is prepared and signed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us and PQA.

18. We agree that should we withdraw the offer within the Bid validity Period and / or, in the event that we are awarded the Contract and within the stipulated Bid validity Period if we fail to sign the formal Agreement and / or fail to furnish Performance Bond, Port Qasim Authority shall have full right to forfeit our Bid security / Earnest Money.

19. We agree that you are not bound to accept the lowest or any Tender that you may receive and that the tender documents constitute complete transparency and we shall have no claim as to PQA's tender evaluation procedure and criteria for selection of equipment and decision for Award.

20. ACCEPTANCE

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

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

Dated this, Day of 2017.

Authorized Signature(s)

In the capacity of

Duly authorized to sign Tender for and on behalf of

.....

(Name and Designation of the Tenderer in block capital letters)

Address with telephone, fax, no and e-mail address.

Seal

.....

Tel. No.....

Fax No.....

E.mailaddress.....

In the presence of:

Witness

Address:.....

.....

SECTION – II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

ITB-1. Eligible Bidders

1.1 The Invitation for Bids is for Supply/New Construction of Three (03) 75 Tons and One (01) 85 Tons Bollard Pull ASD Tugs (LNG Compatible) with additional escort notation as a single consolidated package to handle LNG Carriers ,other Vessels and Conservancy works for Tugging Services including but not limited to active escorting, assisting, towing, berthing and un-berthing at Port Qasim approaches, fairways, anchorages, channels, creeks, harbor and basins in different weather and tidal condition including monsoons. The international and local firms/supply/shipyards for the Three (03) 75 Tons and One (01) 85 Tons Bollard Pull ASD Tugs (LNG Compatible) to be supplied within Pakistan/abroad so as to meet the specifications, who along with their Bids shall have to undertake:

- (a) To furnish the credentials for the relevant building yard, where the new constructions have been / shall be made.
 - i. **Shipbuilding/yard set up / Facilities** located anywhere in the world except Israel, India and Taiwan: as available at building yard for seagoing vessels to meet the requirements of Tender and Technical Evaluation Criteria.
 - ii. **Personnel**: Proposed personnel for the subject work to meet the requirements of Tender and Technical Evaluation Criteria.
 - iii. **Experience** of supply of ASD Tugs (LNG Compatible) to meet the requirements of Tender and Technical Evaluation Criteria.
 - iv. **Financial capability**: To meet the requirements of Tender and Technical Evaluation Criteria.
 - iv. **Technical Specifications of Four Tugs**: To meet the requirements of Tender pertaining to broad parameters and criteria for Specifications of Three (03) 75 Tons and One (01) 85 Tons Bollard Pull ASD Tugs (LNG Compatible) for Supply/New construction. Tugs Main machinery, equipments and material including Propulsion Machinery, Electrical Generators, Pumps, Compressors, Hydraulic equipment, Deck machinery, Hull plating, Navigation and Communication equipment, Fenders, Fire Fighting, Life Saving equipment from any origin built/make/manufactured under Lloyd's, BV, DNV GL, NK or ABS Classification Societies requirements for certification, documentation and construction.
- (b) To expressly confirm to deliver at Port Qasim in operational condition Four (04) newly constructed ASD Tugs (LNG Compatible) on the Date of Delivery of Tug committed in Clause 02 of the Particular Conditions of the Contract-Section III and Serial No. 7 of the Summary of Stipulations Section IV of the Contract.

1.2 Joint venture parties are allowed to submit bids and the criteria of evaluation of the joint venture will be on the basis of one of the joint venture member qualifying under Clause 1.1(a) of these Instructions to Bidders. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to PQA for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without prior consent of PQA.

1.3 Only the Bids which are established as eligible in terms of these Tender documents shall be considered for further evaluation.

1.4 Bidders/Original Equipment Manufacturers (OEMs) from all countries of the world are eligible except from Israel, India and Taiwan.

ITB-2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and cost of inspection & tests of the Four (04) newly constructed ASD Tugs (LNG Compatible) its machinery, hull and equipment at bidder's supply site by the Port Qasim representatives / consultants / surveyors. The Port Qasim Authority (PQA) will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

ITB-3. Funding

Funding as per Contract for the Four (04) newly constructed ASD Tugs (LNG Compatible) is available.

B. DOCUMENTS TO BE SUBMITTED BY BIDDERS

ITB-4. The submitted Tender documents must essentially contain the required information in details supported by relevant evidence, certificates and documents to be evaluated as responsive, which should include, but not limited to following.

- a. All Tender Documents duly filled in, signed and rubber stamped on each page.
- b. The name and address of the firm with fax and telephone numbers and proof of registration of the firm, year of inception and nature of business, whether a joint venture, private, public limited or partnership. Details/documents of any joint venture, partnership agreement and/or memorandum and articles of association should also be submitted.
- c. Past experience of the firm for supplying/construction ASD Tugs (LNG Compatible).
- d. Any information / details required pertaining to technical specifications of Tugs, its General Arrangement Plan to be provided and response to Evaluation Criteria for Technical qualification as per requirement of Tender. Certificates of Prototype test conducted for the 1st of type of Tug if already built. In case the Tugs are being constructed for the first time then PQA officials comprising of 5-6 persons shall visit to witness the prototype test. All boarding & lodging is the responsibility of the bidder.

- e. Photograph / Colored Photocopies of four views of the Four (04) newly constructed ASD Tugs (LNG Compatible) as and when available.
- f. Current Contracts of under construction Tugs in hand (if any).
- g. Financial soundness certificate from the Banker of the Tenderer (for foreign firms) and audited financial statements for the last three years.(only for Pakistani firms)
- h. Details of litigation if any with the clients.
- i. Complete name, address of the local associates / agent and authorization certificates by the principals regarding their role during bidding process and execution of contract.
- J. Presentation on Power Point showing the 3D view of the Tugs to be supplied showing all compartments, Machinery & equipment (including underwater hull & propulsion system, engine room, deck) layout and layout of Bridge.(only for technically qualified bidders).

C. PREPARATION OF BIDS

ITB-5.Pre- Bid Meeting

Pre-Bid Meeting with PQA officials shall be held at Port Qasim (Karachi) at Chairman Secretariat, Conference Room, PQA on 29th August, 2017 at 1100 hours.

ITB-6. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and PQA shall be written in the English language, PQA may not consider the parts in languages other than English or accompanied by English translation.

ITB-7.Documents Comprising the Bid

Subsequent to the submission of the Tender under ITB-4 above, the Bid shall be considered provided the same essentially comprises the following:

- (a) Price Schedule / Bill of Quantities have been duly filled, completed in accordance with relevant instruction/ clauses. The Form of Tender and the Price Schedule / BOQ completed in accordance with the relevant instruction / clauses.
- (b) Bid security furnished in accordance with tender requirement.
- (c) The bid documents supplied by PQA are returned in original, duly signed and stamped (each page) as token of acknowledgement/ acceptance.
- (d) Copy of the Joint Venture, Partnership and/or memorandum between the principals and associated foreign firms or authorized local partners, if any.
- (e) Any other relevant documents, drawings and other technical information etc. which the bidder may consider relevant to make his bid convincing and which the Port Qasim Authority may subsequently require during scrutiny of bid.

ITB-8. Bid Prices in Financial Proposal

- 8.1 The Bidder shall mention in the Financial Proposal on the appropriate Bill of Quantities / B.O.Q, as a single consolidated package for the performance of the Contract. The price shall be inclusive of all costs, risk and expenses as may be incurred by the bidder for the Tender.
- 8.2 In the technical proposal each major equipment/ Assembly /Panel / Hulls Plates / accessories pairs are to be mentioned along with quantities to be installed in Annexure L.
- 8.3 Prices indicated on the Price Schedule / B.O.Q. shall be entered separately.
- 8.4 Fixed Price: The Prices quoted by the Bidders shall not be enhanced and the price as entered in Letter of Intent by PQA shall remain fixed during the Bidder's performance of the Contract.

NOTE:- Bid Price shall only be stated in the Financial Proposal and shall not be mentioned anywhere in/with the Technical Proposals.

ITB-9. Documents Establishing the Tugs Eligibility and Conformity to Bidding Documents.

The Bidder shall provide with his Bid literature, drawings / plans, certificates, tests and trial protocol and technical data, and shall furnish:

- (a) A detailed description of the offered Four (04) ASD Tugs (LNG Compatible) to be supplied / newly constructed, along with Technical Specifications and performance characteristics in response to requirements of Tender Documents. Moreover, latest photographs to be provided for forward, aft, side-views and plan of the Tugs.
- (b) List of relevant machinery and equipment with the makes, models and capacity / ratings, origins etc. with technical bids.

ITB-10. Bid Security (Earnest Money)

10.1 The Bid security (Earnest Money) is required to protect PQA against the risk of Bidder's conduct, which would warrant the security's forfeiture/encashment.

10.2 Tenders submitted are to be accompanied with Bid Security (Earnest Money) in separate envelope(s) with Technical Proposal in the form of Pay Order of US\$ 500,000/- (Five Hundred Thousand US Dollar) or Foreign Bank Guarantee with counter Bank Guarantee of Karachi base Scheduled Bank of Pakistan with minimum AA rating issued by Pakistani Scheduled Bank having AA rating and located in Pakistan in the name of Port Qasim Authority. Tenders without Bid Security will be rejected.

10.3 The successful Bidder's Bid security (Earnest Money) will be discharged upon the said Bidder's furnishing the acceptable Performance Bank Guarantee.

10.4 The Bid security may be forfeited and the bid may be liable for rejection:

- (a) If a Bidder withdraws or modifies the substance of his Bid as specified by the Bidder for Technical characteristics of the offered Tugs in the Bid Form or fails to comply with the PQA's instructions after the inspection and tests of offered equipment for modification, etc.
- (b) In case of a successful Bidder, the Bidder refuses to receive and/or acknowledge PQA notification of award or fails to:
 - i) Sign the Contract
 - ii) Furnish Performance Bond / Security Bank Guarantee in accordance with provision of Tender documents.
 - iii) The unsuccessful Bidders' Bid Security will be discharge upon the signing of the Contract mentioned in the Notice of Invitation to Tender of this Tender.

ITB-11.Period of Validity of Bids

Bids shall remain valid for 120 days after the date of Bid opening prescribed by the Purchaser/ PQA. A Bid valid for a shorter Validity Period shall be rejected by PQA as non-responsive.

ITB-12.Format and Signing of Bid

The Bidder shall prepare one original and one copy of the Bid, clearly marking each "Original Bid" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern.

D. SUBMISSION OF BIDS

ITB-13.Sealing and Marking of Bids

13.1. The Bidders shall seal the original and each copy of the Bid in an inner & an outer envelope, duly marking the envelopes as "original" and "copy."

13.2. The bidding procedure shall be under Rule 36(b) of the Pakistan Public Procurements Rules-2004. The bid shall comprise of a single sealed package containing Two separate sealed envelopes. Each sealed envelope shall contain separately the Technical Proposal and Financial Proposal. The sealed envelope shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion. The envelope of Technical Proposal shall contain the pay order for the Earnest Money/ Bid Security.

13.3 The sealed package and the Two sealed envelopes shall :-

- (a) be addressed to PQA at the given address.
- (b) bear the Project's name "SUPPLY/ NEW CONSTRUCTION OF THREE (03) 75 TONS BP ASD TUGS AND ONE (01) 85TONS BP ASD TUG " (LNG COMPATIBLE)"

(c) indicate the name and address of the bidder to enable the bid to be returned unopened incase it is declared unacceptable for any particular reasons and is consider by PQA for return.

ITB-14. Deadline for Submission of Bids

Bids delivered in person or sent by registered mail/courier must be received by PQA at the under mentioned address by 1100 hrs. Pakistan Standard Time on 20th September, 2017 after which no bid will be accepted. Technical Proposal of the bids received up to closing date and time shall be opened on the same date at 1130 hours, in presence of Bidders / Representatives who wish to attend at

Chairman Secretariat,
Conference Room,
Port Qasim Authority, Bin Qasim, Karachi 75020
Tel: 99272111-20 Lines Ext; 4545

Only the Technical offers shall be opened on above date and time and envelopes containing Financial offers shall be retained un-opened and will be opened subsequently with prior intimation to the technically qualified bidders.

E. BID OPENING AND EVALUATION

ITB-15. Opening of Bids by PQA

PQA will open bids (only Technical Proposals) in the presence of Bidders / representatives who choose to attend at the scheduled date and time at the Conference Room, Chairman Secretariat. After technical evaluation / scrutiny of technical proposals, **the Financial Proposals of only technically qualified bidders / bids will be opened** for which date and time will be intimated to them later. The committed Date of Deliveries of the respective Four (04) newly constructed ASD Tugs (LNG Compatible) shall be the essence of the Contract.

ITB-16. Clarification of Bids

Prospective Participants/Bidders are requested to seek in writing any clarification (if required about Tender documents) prior to Pre Bid Meeting and in Pre-Bid Meeting so that there is no ambiguity about offered Bid. To assist in the examination, evaluation and comparison of bids, PQA may, at its discretion, ask the Bidder(s) for a clarification of Bid(s). The request for clarification and the response shall be in writing and no enhancement in the price and/or change in the substance of the Bid shall be sought or allowed. PQA Evaluation and Inspection Committee may ask the bidder(s) to provide detailed clarification / presentation on any or all technical, financial, contractual, legal aspects of the bid to assess/ascertain the production capability and credibility / competency of the bidder(s) / construction yard(s) and supplier(s) on Multimedia before PQA officials.

ITB-17. Some important features for evaluation / Inspection of Tugs

While determining the technical suitability / eligibility, PQA in addition to above, may take into consideration as hereunder:-

17.1 All provisions, components, material, main and auxiliary machinery of ASD Tugs (LNG Compatible), sub-assemblies, parts, consolidated finished products etc. shall be in accordance with the highest quality of International Marine Standards and workmanship and the manufacturing date of all above main machinery & equipment will not be more than 6 months prior to installation and same to be coupled with Certificate of Conformity (COC) submitted with Technical bid. At any stage of physical inspection / verification, it is the sole responsibility of the Bidder to ensure / prove that the offered parameters are physically / practically true during tests and trials.

17.2 To ease availability of spares, PQA shall prefer that the main and auxiliary machinery shall be of reputable familiar origin with manufacturers of machinery who possess authorized repair workshop / facilities and after Sales service for Spares through their local representatives in Karachi Pakistan.

17.3 All provisions, installations, components, material, main and auxiliary machinery of Tugs, sub-assemblies, parts etc. shall be marine oriented items recommended by International Classification Society The proposed material, system and items shall be fit for sea worthiness of Tugs and not for industrial, commercial or other use only, such as cables shall be the marine cables, electrical and other fittings shall be of marine type etc. Main Engines 2 Nos. marine type (Semi-Automatic type preferable) Wartsilla , Caterpillar, MAN with authorized R&M Workshop backup facility and prompt Spares supply should be available at Karachi (evidence to be provide with Technical bid). Original Equipment Manufacturers (OEMs) from Israel, India & Taiwan are not acceptable.

17.4 All supplies, installations and functioning of systems etc. employed for the construction of ASD Tugs (LNG Compatible) shall be in accordance with the standard maritime practice and rules of international and classification society approved by Lloyds, Bureau VERITAS, DNV GL, NK or ABS Classification Societies. LR + 100 A1 + LMC Tug (with unrestricted service) for Ocean Going Vessels.

17.5 The Tugs to be delivered by the bidder shall ensure the most economical, easier and highly productive use, when in use at Port Qasim.

17.6 Should there be details of certain part, component, provision, material and dimensions etc. is not available in the bidding documents, the bidder shall properly take into account such items as per PQA's recommendations. The bidder shall submit a comprehensive and competitive bid offering to construct and/or deliver the specified marine Tugs, meeting all standards and requirements as generally applicable for sea going vessels. Safe and efficient use of purpose of the Tugs is to be ensured.

17.7 Improper, sub-standard, under or excessive over rating as compared to the specified or as per normal requirement of machinery, material, design, provisions would tantamount to the rejection of bid. Provision of safety, environmental, navigational, fire fighting, and life saving equipment shall be examined as per normal requirement of a seagoing Tugs, as approved by international classification society and MMD, Pakistan.

17.8 The General Arrangement Plan or convincingly improved general arrangement plan shall be submitted by the bidder along with his bid. The credentials of designer, builder and procedure

for surveys, approval drawing, docking, tests and trials and warranty shall be taken into account for comparison of bids. Along with 3D view in soft copy and is to be presented before opening of financial bid.

17.9 Submission of convincing and acceptable schedule of requirement, drawings and follow up of supervision of construction is to be committed by the bidder.

17.10 The finished product (Four Tugs) shall meet the specifications, parameters, draught, speed, capacity and use of purpose etc. as given in the bidding document or alteration, amendment as mutually agreed.

17.11 PQA may waive any minor informality or non-conformity of technical requirement etc. or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative financial ranking of any Bidder.

17.12 PQA reserves the right to accept or reject any or all Bids, and to annul the bidding process at any time prior to award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders. PQA shall not be bound to accept the lowest or any other tender and reject the same other or all the bids without mentioning reason.

17.13 The conditional tenders and Tenders not complying the instructions about machinery / material etc. Signature, stamp shall be rejected.

17.14 PQA at its discretion may or may not assign the work of clearance of tendered Tugs, beside direct payment by Purchaser / PQA of the duties and taxes to the concerned agencies.

17.15 Any allowance or conditions requiring price adjustment during the Warranty Period of execution of the Contract.

17.16 Additional provision, over and above the condition of contract / technical specification, offered if any.

ITB-18. Contacting PQA

18.1 No Bidder shall at his own contact PQA on any matter relating to its Bid from the time onward from the Bid opening unless requested to do so.

18.2 Any effort by a Bidder to influence PQA in PQA's Bid evaluation, Bid comparison or contract award decisions or in any other manner may result in the rejection of the Bidder's Bid.

ITB-19. Post-qualification

19.1 PQA will determine to its satisfaction whether the Bidder selected as having submitted the technically responsive and the lowest evaluated Bid is qualified to satisfactorily perform and complete the Contract, in accordance with the requirements and contract terms and conditions.

19.2 The determination will take into account the Bidder's financial stability, technical, professional capabilities, legal standing.

ITB.20 Domestic Preference:

20.1 Domestic preference will be given to the bidders offering vessels from within Pakistan, Provided to Bidder shall have established to the Satisfaction of the Employer that the manufacturing cost of such vessels includes a domestic value addition equal to at least 20% of ex-Yard Bid price of such vessels. Bidder applying for domestic preference shall fill in Appendix B of these instructions to substantiate their claim for Domestic preference in accordance with the PPRA Rules – 24(2). The entitlement and extent of preference shall be in accordance with the policies of the Federal Government and / or as described in the SRO 827(1)2001 dated 03rd December 2001 for the Engineering Goods listed in Custom General Order of 1998 or any other relevant SRO.

20.2 The comparison shall be Ex-factory price of vessels to be offered from within Pakistan (such prices to include all costs as well as custom duties and taxes paid or payable on KoM and components incorporated or to be incorporated in the construction of the vessel and the DDP (C&F + Customs duty, sale tax and other import charges) Pakistan seaport price of the vessel to be offered from outside Pakistan.

20.3 The lowest evaluated bid of each group shall be determined by comparing all evaluated bids in following groups among themselves taking into account:

- a) In the case of Goods manufactured in Pakistan, sales tax, local charges and other similar taxes which will be payable on the finished Goods in Pakistan.
- b) In case of Goods of foreign origin offered from abroad, customs duties, sales tax and other import charges which will be payable on finished Goods in Pakistan.
- c) In the case of Goods of foreign origin already located in Pakistan, customs duty, sales tax and import charges on C&F prices as applicable for sub-clause 20.3(b) here above,

20.4 The price preference to Group (a) bids in sub-clause 20.3(a) will be:

- i) 15% of the ex-factory bids price, if the value addition through indigenous manufacturing is at least 20%.
- ii) 20% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 20% and upto 30% and
- iii) 25% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 30%.

20.5 The applicable price preference i.e. as per Sub-Clause 20.4 here above will be applicable to Group (a) in sub-clause 20.3(a) Bid by reducing the ex-factory bid price. The bid value evaluated as technically qualified and the lowest in cost shall be recommended for award of Work.

20.6 Bidder claiming eligibility for domestic preference shall provide information as per Annexure K.

SECTION III

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfillment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "Eligible Countries" means the countries as per Appendix-
- (h) "GCC" means the General Particular conditions of contract.
- (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) "Purchaser's Country" is the country specified in the Particular conditions of contract (PCC).
- (k) The "Purchaser" means the Employer who is the entity purchasing the Goods, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.
- (l) "PCC" means the Particular conditions of contract.
- (m) "Subcontractor" means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.
- (n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

- (o) "The Site," where applicable, means the place named in the PCC.

2. Contract Document

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt and Fraudulent Practices

3.1(a) For the purposes of this provision, the term "Corrupt and Fraudulent Practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the SUPPLY/NEW CONSTRUCTION process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a SUPPLY/NEW CONSTRUCTION process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

(b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.

(3,2) The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa where the context requires.

4.2 Incoterms

The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(a) EXW, C&F, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

- 6.1 Unless otherwise specified in the PCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the PCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.
- 11. Scope of Supply**
- 11.1 Subject to the PCC, the Goods to be supplied shall be as specified in Schedules to Bid.
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.

- 12. Delivery** 12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Supplier are specified in the PCC.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities** 14.1 Whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall afford all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
- 15. Contract Price** 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefore, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause
- 15.3 This is a Fixed Price Contract; hence the Price Adjustment is not applicable.
- 16. Terms of Payment** 16.1 The Contract Price shall be paid as specified in the PCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the PCC.

17. Taxes and Duties

- 17.1 For Goods supplied from outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country.
- 17.2 For Goods supplied outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 17.4 Duty & Taxes (if any) in Pakistan, on import of Tugs will be the responsibility of Port Qasim Authority.

18. Performance Security

- 18.1 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
- 18.2 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.
- 18.3 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than sixty eight (60) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

19 Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20 Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents,

data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, SUPPLY/NEW CONSTRUCTION, required for the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the purchaser or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21 Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22 Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23 Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Purchaser.

24 Insurance

24.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the

manner specified in the PCC.

25 Transportation

25.1 Unless otherwise specified in the PCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedules A and B to Bid.

26 Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and /or inspections of the Goods as are specified in the Schedules to Bid.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the PCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the PQA Technical Team at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Supplier bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27 Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods within the Warranty Period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28 Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twenty four (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC, or for thirty (30) months after the date of shipment or loading in the country of origin, whichever Warranty Period concludes earlier.

28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable

opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such Notice, the Supplier shall, within the Warranty Period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the Warranty Period specified in the PCC; the Purchaser may proceed to take within a reasonable Warranty Period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29 Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

29.2 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.4 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be

free to conduct the same on its own behalf.

29.5 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.6 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30 Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31 Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the

Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32 Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33 Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) Any other

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

34 Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

- a) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1 (a) the purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the purchaser for any additional costs for such similar Goods. However, the supplier shall continue performance of the contract to the extent not terminated
- b) If the supplier, in the judgment of the purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the contract.

35 Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the Warranty Period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes

bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36 Assignment

- 36.1 The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Purchaser.

B. PARTICULAR CONDITIONS OF CONTRACT

1. INTERPRETATION & DEFINITIONS

1.1 Interpretation

These Particular conditions of contract (PCC) shall not be construed as amendments/revocations of the existing provisions of the other contract documents listed in Clause 1 of the Contract Agreement and/or General Particular conditions of contract (GCC) except as amended/ substituted/ added/deleted in these PCC. But if there shall arise any conflict between the intent and meaning of any provisions of the above said other Contract documents and/or GCC and those PCC then the provisions of these PCC shall prevail to the extent of the conflict as expressing the real meaning and intent of the parties notwithstanding anything to the contrary in the above said other Contract documents and/or GCC.

1.2 Definitions

- (a) " Purchaser" means the party taking the Four (04) newly constructed ASD Tugs (LNG Compatible) inclusive of services there under and purchase.
 - (b) " Supplier" means the party giving the Four (04) newly constructed ASD Tugs (LNG Compatible) inclusive of services there under and purchase.
- a. **PQA** means the **Port Qasim Authority**, headed by the **Chairman** and represented by Secretary:-
- Port Qasim Authority
Bin Qasim
Karachi – 75020, Pakistan
Tel No. 99272111 – 20 lines
Fax No. 021- 4730108-9
Email
- b. The **Purchaser/Employer** means Port Qasim Authority
 - c. **Supplier/Contractor** means the person/persons or firm / supplier / shipbuilding yard or company whose Tender has been accepted by PQA for supply of Four (04) newly constructed ASD Tugs (LNG Compatible) as per Contract and includes the Contractor's legal personal representatives, successors and permitted assigns.
 - d. "Goods" and / or "Tugs" means Four (04) newly constructed ASD Tugs (LNG compatible), to be supplied under the Contract along with equipment machinery, materials, services, works etc is required to provide under the Contract.
 - e. Engineer means the Director (Ops. Maint), Port Qasim Authority or any other person duly appointed by PQA.
 - f. **Engineer's Representative**
The Engineer may appoint an Engineer's Representative to assist in fulfillment and carry out Engineers duties and responsibilities under the Contract.

- g. Engineer's and Engineer's Representative's duties and responsibilities:
- i. The Engineer may exercise the technical authority specified in or necessarily to be implied for the Contract, provided, however that if the Engineer is required under the terms of his appointment by the Employer to obtain the specific approval of the Employer before exercising any such authority, particulars of such requirements shall be set out separately. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.
 - ii. Except as explicitly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.
 - iii. The Engineer's Representative may be appointed by and be responsible to the Engineer to carryout such duties and exercise such authority as may be delegated to him by the Engineer under sub-clause iv.
 - iv. The Engineer may from time to time delegate to Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor.
- h. **"Letter of Intent" (LOI)** means the formal letter of intent issued by PQA to the successful Tenderer / Lowest Evaluated Bidder to proceed further as per provisions of Tender Documents for acceptance of his Tender / signing of Contract Agreement.
- i. **"Contract"** means the Contractual Agreement between PQA and the Contractor for the execution of the works and includes the following documents:
- ... The Letter of Intent by Employer / PQA
 - ... Letter of Acceptance by Contractor
 - ... The Agreement of Contract
 - ... Tender Documents duly filled and required information provided by the Contractor, signed with name of signatures and stamped.
 - ... Integrity Pact
 - ... Technical Specifications and details about the Four (04) Tugs submitted by the Contractor.
 - ... Financial Offers
 - ... Any other related documents and written commitments of works by Contractor (including submitted Tender documents by Contractor).
- j. **'Price of the Contract / Contract Price'** means the total fixed Price of the accepted Tender not to be increased as given in Letter of Intent, inclusive of all additions thereto or deductions there from as may be permissible under the provisions of the Contract.
- k. **'During the Delivery'** means the date on which the Four (04) newly constructed ASD Tugs (LNG Compatible) are to be delivered as per Clause 2.2 of the Particular Conditions of the Contract-Section III and Serial No.7 of the Summary of Stipulations Section IV of the Contract.
- l. **'Four (04) newly constructed Tug'** means from the date of opening of the Technical Proposals (a) yet to be built or in process of construction or (b) built but not used for any port operations after issuance of Class Certificate.

- m. **'POL'** means petroleum products (fuel/lubricants/grease) .
- n. **'Certificate of Arrival/Acceptance'** means the certificate to be issued under Clause 6 of Particular Particular conditions of contract.
- q. **'Approved'** means approved in writing including subsequent written confirmation of previous verbal orders.
- r. **'Approval'** means written approval including the aforementioned. Any data or documents submitted with the Tender are only then deemed approved when expressly so fixed in the Contract.
- s. **"Services"** means services ancillary to the supply of Goods such as port operations, escorting, berthing un-berthing, assisting, conservancy, fire fighting, patrolling, Towing. Tugage, Pilotage in handling of LNGCs and other vessels within port and its approaches, Transportation and insurance, and any other incidental services such as installation, commissioning, provision of Technical assistance, training assistance, training and other obligations of the Supplier covered under the contract.
- t. **Day, Week, Month and Year** in the Contract means, except where the Contract otherwise requires, calendar-day calendar-week, calendar-month and calendar-year according to the Gregorian calendar;
- u. **Origin of Goods and Services** "Origin" means the place where the tendered Tugs are produced or from which the ancillary services are supplied. The origin should not be from Israel, India & Taiwan.
- v. **Specifications"** means the relevant technical parameters as specified in Tender documents, included in the Contract and as submitted by bidder.
- w. **"The Site"** means the actual place where the Tugs are to be physically inspected, tested and trialed by PQA's Technical Team/surveyors.
- x. **"Pak. Rupees or Rs."** means Pakistani Rupee.
- y. **"The Foreign Currency"** means the currency, other than Pakistani Rupees, named in the Bid Form by the Supplier, and should be in US Dollars.

2. Delivery Period of Tugs

- 2.1 The Delivery Period of each of the Four (04) newly constructed ASD Tugs (LNG Compatible) shall be the essence of the Contract.
- 2.2 The Delivery Period of the Four (04) newly constructed ASD Tugs (LNG Compatible) shall not exceed six (06) months from signing of the contract agreement as per broad parameters and technical specifications.

3. The Contract Price

The Contract Price shall be fixed in United States Dollars and shall not be increased. All payments shall be made through Letter of Credit in US Dollars for Foreign Supplier and / or in Pak Rupees for Local Supplier.

4. Terms of Payment

- 4.1 For foreign Suppliers 100% (one hundred percent) of the Contract Price shall be paid in United States Dollars (US\$).The local Supplier/Contractor shall be paid at the Supplier/Contractor's option in United States Dollars and/or at the prevailing buying rate of State Bank of Pakistan in Pak Rupees.
- 4.2 The Purchaser will provide the Supplier with a letter addressed to the State Bank of Pakistan requesting the State Bank of Pakistan to provide the Supplier with an unconditional and irrevocable confirmation of the State Bank of Pakistan for permission to remit abroad the 100% of the Contract Price in U.S. dollars received under the Letter of Credit. The permission to remit abroad the 100% Contract Price in U.S. dollars should be valid until the performance of all financial obligations of the Purchaser under the Contract Agreement.

5. Defect Liability

Any defect deficiency or default not being in accordance with the Contract Agreement discovered in Four (04) newly constructed ASD Tugs (LNG Compatible) after the acceptance test trials up to the end of Warranty Period of each of the Four (04) newly constructed ASD Tugs (LNG Compatible) in Pakistan (fair wear and tear excepted) or during manning, operation or maintenance shall be made good at the Supplier's own expense. In case of Supplier's failure or omission to perform the above rectification the Supplier shall be liable to the Purchaser to the extent of loss/costs resulting thereof by adjustment deduction in the Contract Price or recoverable by any other available means.

6. Arrival of Tugs

Within 7 days of arrival/completion of acceptance trials & tests of Four (04) newly constructed Tugs at Port Qasim, the "Certificate of Arrival/ Acceptance" shall be issued by the Purchaser.

7. Liquidated Damages

- 7.1 (a) The Purchaser shall be entitled to liquidated damages from the Supplier if the delay is on Supplier's account and not due to any delay on Purchaser's account for delayed delivery of newly constructed Four (04) ASD Tugs (LNG Compatible) i:e within Six (06) months from the signing of the contract agreement at the rate of U.S \$10,000/- (United States Dollars Ten thousand only) per day per delayed Tug upto a maximum of 10 percent of the Contract Price.
- (b) The term "Delivery" for the purpose of liquidated damages shall be after confirmatory and acceptance tests and trials at Port Qasim, Karachi, Pakistan and issuance of Acceptance Certificates by PQA.

7.2 Speed

For the purpose of determining the Tugs actual speed, sea trials shall be carried out as prescribed by the Purchaser. If the actual trial speed so computed shall be less than 13

knots for 75 tons bollard pull Tugs, in fair weather and calm Sea, the Supplier shall pay to Purchaser as compensatory/ liquidated damages the following percentages of the Contract Price.

Actual less speed in knots	Percentage of the Contract Price
0.10 - 0.30	0.75
0.31 - 0.50	1.00
0.51 – 0.80	1.25

7.3 **Draught**

Should the actual draught of the (LNG Compatible) ASD Tug exceed the prescribed limit then the Supplier shall pay to Purchaser as liquidated damages an amount equal to 0.75% of the Contract Price for each 0.05 meter excess draught.

Should the draught of the ASD Tugs (LNG Compatible) exceed than the acceptable limit, Purchaser will have the right to refuse accepting the ASD Tug. The Supplier shall remedy the deficiency until the draught is in accordance with the specification in which case the above mentioned liquidated damages shall still be applicable.

7.4 For payment of liquidated damages under any provision of the Contract Agreement the Purchaser may take recourse to sums due to the Supplier or the Performance & Advance Payment Bank Guarantee submitted by the Supplier or any other means for recovery of the liquidated damages.

7.5 The liquidated damages for individual defaults under the Contract Agreement shall not be accumulative but distinct and will be recovered accordingly. Once the maximum liquidated damages have been reached for any particular default relating to a particular Four (04) newly constructed Tugs under a liquidated damages provision of the Contract Agreement the Purchaser may terminate the Contract Agreement and in case of termination of the Contract Agreement, the Purchaser shall be entitled to get refunded the advance Contract Price installments paid to the Supplier for the unexpired parts of any and/or all Warranty Periods.

7.6 If the Supplier fails to deliver during the Delivery period of Four (04) newly constructed ASD Tugs (LNG Compatible), PQA shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, the specified amount per day in Serial No. 10 of the Summary of Stipulations-Section IV of the Contract from any balance or guarantee available with PQA until actual delivery of performance up to a maximum deduction in the said Summary of Stipulations. Once the maximum of the

Liquidated Damages is reached PQA may terminate the Contract pursuant to this Clause-35 of the General Conditions of the Contract.

8. The Rates

All payments shall be made in US Dollars(Foreign Exchange US Dollars or Foreign exchange component (Pak Rupees component for M/S KSEW). For the purpose of Evaluation payment the price quoted in US dollars under this contract may be converted into Pak rupees at the “Buying Rates” as notified by National Bank of Pakistan prevailing on the date of submission of the bill/invoice. Local currency component is only applicable for M/S KSEW.

9. Performance Bond

- a. The Supplier shall submit a Performance Bond from a Pakistani Scheduled Bank having a minimum AA rating located in Pakistan or Foreign Bank Guarantee with counter Bank Guarantee of Scheduled Bank of Pakistan with minimum AA rating. for the proper and conscientious execution of the Contract before the signing of Contract in the form of a bank guarantee. The amount of the bank guarantee shall be 10% of the total Contract Price.
- b. All costs (inclusive of stamp duty) incurred in respect of submission of Tender and signing of Contract and submission of Performance Bond shall be borne by the Supplier and PQA will not bear any expenses in this regard whatsoever.
- c. The Performance Bond shall be denominated in the currency of the Contract, and shall be in accordance with format of form prescribed at Annexure-J of Tender document and issued / endorsed by a bank (as mentioned above) and acceptable to PQA.
- d. The Performance Bond shall be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations for 24 (Twenty Four) months, under the Contract and the Purchaser having issued the Final Acceptance Certificate and Supplier having transferred to the Purchaser all the Four (04) newly constructed ASD Tugs (LNG Compatible) on expiry of contract Warranty Period.
- e. The Performance Bond is binding, irrespective of variations, changes or time extension, which are granted or agreed upon.

10. Warranty / Guarantee

- a. The Supplier shall warrant that the Goods supplied under the Contract are of the proven design, robust structure and materials, machinery equipment are of international marine standard confirming to requirements of Classification Society. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the environmental and operational conditions prevailing at Port Qasim.
- b. The Warranty shall be separate and remain valid for the respective Tugs for 24 (Twenty Four) months after the date of completion of Confirmatory Tests in Port Qasim, Karachi, Pakistan and delivery to PQA of the respective Four (04) newly constructed ASD Tugs (LNG Compatible). For warranty purpose the Supplier shall keep a Warranty Engineer available to attend as and when required any defect developed during the Warranty Periods at Supplier's own cost, risk and expense.
- c. The Purchaser shall promptly notify the Supplier in writing of any claims arising during the Warranty.
- d. Upon receipt of such notice, the Supplier shall, with all reasonable speedy repairs or replace the defective Goods or parts thereof without costs to the Purchaser ensuring to retrieve the acceptance status.
- e. If the Supplier,(after having been notified), fails to immediately rectify/remedy the defect(s), the Purchaser may proceed after (15 days, if any adequate action is not taken by Supplier) to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier.
- f. Corresponding amount for cost of repairs may be liable for deduction before/after repairs from the Performance Bond or any other payments due to Supplier after Purchaser's notification of the discovered defects, if the Contractor does not remedy the same to the satisfaction of Purchaser or Surveyor of Classification Society as the case may be.
- g. During the Warranty Period the Supplier (through his Warranty Engineer / Master) will get PQA Engineers / Masters trained for handling and maintaining the of Tugs professionally and efficiently.
- h. The Contract shall not be considered as completed until the Completion Certificate of Due Performance shall have been issued by PQA-after the expiry of the Warranty Periods of Four (04) newly constructed Tugs. The issue of this Certificate by PQA shall be a binding condition precedent to the release of the Performance Bond.
- i. The Supplier shall guarantee (through manufacturer) that any spare / replacement parts for Main machinery i.e Main Engines, Aux Engines and associated equipment will be available for Supply upto 15 years with Technical Bids.

11. **Termination for Default**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (a) If the Supplier fails to deliver any or all newly constructed Tugs by the Date of Delivery specified in the Contract or any extension thereof granted by the Purchaser.
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.

In the event the Purchaser terminates the Contract in whole or in part the Purchaser at the risk and cost of Supplier may procure, such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered, and the Supplier shall be liable to compensate the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

If the Supplier shall assign the Contract without the written consent of Purchaser first obtained or if the Supplier is at default in performance / execution of the Contract, then Purchaser after giving 30 days Notice of Default in writing to the Supplier ,may cancel the Contract without further notice or formality and without previous judicial interposition. Purchaser can then redeem the Performance Bond. In case of such cancellation of the Contract the Supplier's Performance Bond will be forfeited to the Purchaser. The full amount of payments made by the Purchaser shall be refunded by the Supplier to the Purchaser within thirty (30) days after cancellation and the property of ASD LNG Tugs or accessories and parts thereof shall return to the Supplier after repayment. The refund of the full payments made by the Purchaser to the Supplier shall be a mandatory pre-condition to the physical return of any and/or all of the Four (04) newly constructed ASD Tugs (LNG Compatible) in the event of termination due to default of part or whole of the Contract.

The Notice of Default of the Contract mentioned above will become invalid if the Supplier within 14 days after receipt of the notice of forfeiture eliminates the causes which have invoked the forfeiture.

12. **Termination for Insolvency.**

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

13. **Force Majeure**

- a. If during the currency of the Contract there shall be an outbreak of war (whether war is declared or not) or of civil war, rebellion, revolution, insurrection or usurped power in the Supplier's country (hereinafter referred to as "the said outbreak" and if the Tugs have not been partly fully delivered, Purchaser shall be entitled to terminate the Contract (as to save the rights of the parties under contract).If the Contract shall be terminated as aforesaid, the Supplier shall refund to Purchaser within thirty (30) days after termination of

the Contract all monies and installments paid by Purchaser until that date to the extent of the undelivered Four (04) newly constructed ASD Tugs (LNG Compatible).

- b. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- c. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- d. If a Force Majeure situation arises, the Supplier shall promptly notify within seven (7) days to the Purchaser in writing of such condition and the cause thereof, otherwise a Force Majeure claim by the Supplier will not be acceptable to the Purchaser. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Force Majeure event shall be equally applicable to either party in respect of their obligations under the contract.

14. **Governing Language**

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written and accepted only in English language.

15. **Applicable Law**

The Contract shall be interpreted in accordance only with the prevailing laws of Pakistan.

16. **Legal Basis, Arbitration – Settlement of Disputes**

- 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 until completion of works and shall forthwith be given effect by the Contractor who shall proceed with the works with all due diligence, whether he requires arbitration as hereinafter provided or not. If 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 dissatisfied with any such decision then the Contractor may within 15 days after receiving notice of such

decision, or within 15 days after the expiration of the first 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. The disputes/differences 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 shall appoint an umpire on mutual agreement and if they do not agree a judge of superior court shall appoint the umpire. The arbitration award shall be final and binding on both the parties.

17. **Standard.**

Decisions of the Classification Society shall be final and binding on both contracting parties.

18. **Inspections and Tests**

- The Inspection and tests shall be conducted by PQA team at the premises of the Supplier and at the Good's final destination, Port Qasim Karachi. All reasonable facilities and assistance including access to drawings, documents and Operations Manuals, data and facilities shall be furnished to the PQA team at no charge to the Purchaser.

The Supplier is responsible to make all arrangement of travel, boarding, lodging of PQA's inspection Team / Surveyor for the tests and trials of offered Tug comprising of up to 06 members who may stay for a period of not more than 10 working days. The PQA's Technical Team / Surveyor during the inspection, test and trails will carry out the inspection of documents, obtain commitments for compliance and demonstration of following which needs to be confirmed by the bidder:-

Trial sheets on conduct of trials are to be shared with PQA. Moreover as per Lloyds standards, draft documents are to be supplied by the supplier within 02 months of conclusion of contract for formal handing over to PQA.

Examination of all documents, as built drawings, class certificates, owner / builder certificate, registration, final reports of all inspection and tests carried out after completion of construction and including reports of test and materials, insurance of vessels or any other documents as the team may consider necessary.

- All costs incurred in carrying out the inspections, tests and trials including repeated inspections, test and trials as and when required shall be for the account of supplier / contractor.
- The Harbour Acceptance test and sea trials shall be conducted for all machinery equipment installed on board Craft including :-
 - Main Engines, Diesel Generators Sets Auxiliary Machinery, Deck equipment
 - Endurance (total 05 hrs. at full load including Safety System and Alarms speed)
 - Speed test.
 - Crash Stop Test.
 - Maneuverability test for quick response and ASD 360° rotation.
 - Turning circle test.

- Anchor Test.
- Tests of deck equipment, towing hook and Crane
- Electrical load balance and performance of Alternators.
- Bollard Pull Test in Ahead and Astern for verification of certificates.
- Noise level test.
- Provision of Life saving and fire fighting appliances.
- External fire fighting monitors discharge rate all round visibility and clear view screen.
- Navigational equipment test in day and night.
- Any other test as may be specified by Technical Team or repeat test requested by PQA team.
- The Supplier shall provide all drawings, builder class, and other certificates, No lien stability, fuel tank, fresh water, sea water tank calculations, documents, services, provisions etc., as determined by PQA Team that are necessary for the required inspection, tests and trials.
- Tests and trials, shall be carried out to the Supplier's program and shall be performed in the presence of Technical Team of PQA and shall be at the expense and risk of the Supplier
- Including any repeated actions, if required. Any previous tests and trial reports to be checked. The results of Tests, Trials shall be recorded on Trial sheets as per standard marine practice.
- During inspection it is to be confirmed that Main Engines, Generator & other Auxiliaries tools as recommended by OEM for overhauling and maintenance of machinery, equipment of supplied Goods, as well as consumable and other spares as required for PPM of Two years, are being supplied with the Tug.
- In the event of defects or omissions revealed by tests - trials for which the Supplier is liable under the provisions of the Contract, the Supplier shall be bound to remedy same and if the Technical Team considers necessary, new tests shall be made at the Supplier's expense and risk.
- As soon as, in the opinion of the Technical Team LNG Tug have satisfactorily passed tests and trials recommended alteration if any shall be attended by Supplier and all loose inventory, spare parts cradle shall be carefully stored on board, for shipment to Karachi/Port Qasim
- The LNG Tugs shall be Transported at the expense and under the responsibility of the Supplier to Port Qasim, Karachi, under proper approved marine insurance by Pakistani firms.
- The LNG Tugs shall be refitted and repaired (if and where found necessary) and prepared for necessary trials in Port Qasim, all under the responsibility of the Supplier. The future PQA crew of the LNG Tugs shall be on board before commencement of trials and receive adequate training on operation and maintenance from the Supplier / Guarantee Engineer.

19 Country of Origin

19.1 All Goods and Services supplied under the Contract shall have their origin in the acceptable countries which excludes Israel, India & Taiwan.

19.2 The origin of Goods and Services may be distinct from the nationality of the Supplier.

20 Standards

The Goods supplied under this Contract shall conform to the international marine standards mentioned in the Technical Specifications.

21 Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in Pakistan.

22 Purchaser to Inspect and Test

- 22.1 The Purchaser or the Engineer shall have the access and right to inspect and to test and carry out trials of each offered Craft for all of its functioning for specified purpose at rated capacity for their conformity to the Contract / requirement.
- 22.2 The inspections and tests shall be conducted on the premises of the Supplier or relevant building yard, as the case may be. The supplier shall ensure all reasonable facilities, arrangements for demonstration of functions and assistance including access to original certificates, drawings and production data, to the PQA Technical Team.
- 22.3 Should any inspected or tested Goods fail to confirm to the requirements / specifications, the Purchaser may reject them, and the Supplier to attend the same.
- 22.4 The Purchaser or his is PQA Technical Team shall generally have right to re-inspect and conduct revised tests and trials of the offered craft and in particular of the rejected parts / components.
- 22.5 All costs incurred in carrying out the inspections, tests and trials including repeated inspection, test and trials and all cost for boarding, lodging and travel expenses etc. of the / PQA team, shall be for the account of supplier / contractor.

23 Packing

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure transit and exposure to extreme temperatures, seawater salts and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the long sea distance of the Goods' final destination and the absence of heavy handling facilities at all points in transit. Purchaser shall retain all packing accessories, cradle etc.
- 23.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and any subsequent instructions ordered by the Purchaser / Engineer.
- 23.3 The Tugs either supplied at Port Qasim through dry tow or through self propulsion by sea shall include the provision of Tug's Cradle and lifting appliances with each Tug.

24 Insurance

- 24.1 The Goods and accessories supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery
- 24.2 The Supplier shall arrange and pay for marine insurance, naming PQA the Purchaser as the full beneficiary, in addition the supplier shall also arrange all clearance and payment of duties and taxes outside Pakistan (if any)
- 24.3 The insurance of work including the marine / voyage insurance by Pakistan firms of all contracted goods shall be in an amount equal to 110% of the CIF value of the goods from "warehouse to warehouse" on "All Risks" basis.
- 24.4 ASD LNG Tug and accessories shall be insured from the date of Purchase / PQA notification of acceptance of bid till such time the confirmatory tests and trials of each Craft have been carried out in Karachi.
- 24.5 The insurance policy shall be in joint names of the Purchaser / PQA and contractor. PQA shall be the beneficiary to the extent 10% more than a cost paid by them at the stage of refund, if any. The policies of insurance and the receipt for payment of the insurance premiums shall be furnished to PQA. The policies for insurance shall neither be altered nor terminated without the consent of the PQA.
- 24.6 The Supplier shall indemnify and keep indemnified the PQA against all losses and claims for damage to any of the contracted property whatsoever, which may arise out of or in consequence of the construction / delivery of the ASD LNG Tugs and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 24.7 Duly approved and all time valid and effective insurance(s) is mandatory requirement for release of payments claims lodged by the Supplier. If the Supplier fails to effect and keep in force the insurances referred to above, which he may be required to effect under the terms of the Contract, then and in any such case, the PQA may effect and keep in force insurance and pay such premium as may be necessary for the purpose, and shall deduct the amounts, with 10% mark-up, so paid by the PQA as aforesaid from any monies due or which may become due to the Supplier or recover the same as a debt due from the Supplier or cancel the contract or invoke forfeiture.

25 Transportation

- 25.1 Since the Supplier is required under the Contract to deliver the Goods CIF, Port Qasim / Karachi, transport of the Goods to the port of discharge shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. The Freight charges are to be mentioned in BOQ.
- 25.2 The Contractor shall arrange on behalf of the Purchaser for ocean transportation of all contracted goods with all provisions under own propulsion or dry tow from the place of Shipment to Port Qasim Karachi. Subsequent importation of any item pertaining to the consignment shall be avoided. All cost of fuel, crew, insurance etc. for transportation of the contracted goods shipped initially or subsequently from place of Shipment to Port Qasim, Karachi shall be borne by the Contractor.

26 Delivery and Documents

- 26.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements / BOQ and delivery of documents including original certificates of Builder and Classification Society, drawings, manuals etc., in numbers or sets as may be specified by the Purchaser / PQA (one + three sets) shall be supplied by the supplier / contractor.
- 26.2 For purposes of the Contract, "CIF" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the International

27 Incidental Services

- 27.1 Upon shipment of ASD LNG Tugs as the case may be, the Contractor shall notify the PQA and the Insurance Company by fax or telex the full details of the shipment including contract number, description, quantity, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to PQA's bankers, with a copy to the Insurance Company:
- (i) Copies of the Supplier's invoice showing the ASD LNG Tugs (as the case may be) description, quantity, unit price, total amount;
 - (ii) The complete Vessel with all accessories, provisions, materials as indicated in the contract or subsequently ordered by the Purchaser, shall be referred as to one package and copies of packing list identifying contents of each packets / boxes
 - (iii) Insurance certificate;
 - (iv) Manufacturer's Supplier's guarantee certificate;
 - (v) Certificate of origin.
 - (vi) Free from lien certificate.
 - (vii) Builder Certificate
 - (viii) Vessel class certificate from approved classification society.
 - (xi) Any other certificate / official document related with the export of contracted goods and as may be required by the Purchaser.
 - (xii) The above documents along with any other document required in addition to above shall be received by the PQA or which will be required by PQA for further processing. If the shipping documents are not received, the Supplier shall be responsible for any delays / expenses etc.
 - (xiii). On arrival of the said Craft and accessories in Port Qasim, Karachi, the Supplier, will be responsible for the safety and the condition / status of the equipment. The same will be transferred to PQA after confirmatory tests have been carried out and thereafter all responsibility on the part of the Supplier shall cease with the exception of the guarantee obligations provided for in these Particular conditions of contract.
- 27.2 The supplier shall arrange satisfactory confirmatory tests and trials in Port Qasim, Karachi and hand over with inventory list, all spares, material, goods, documents, drawings etc. including following (as may be applicable).
- 27.3 The Supplier shall undertake to provide the following services / provisions:
- (i) All tools including special Tools required for assembly and maintenance of the supplied Goods, and a list thereof.
 - (ii) Detailed operations and maintenance manual for Main Engine & Auxiliary Machinery appropriate unit of the supplied Goods and relevant documents comprising as built drawing, certificates, guarantees, undertakings and other documents as per Tender requirement.
 - (iii) Docking / Bottom inspection of Craft in Karachi or if transported by Sea / Self propulsion, then at Supplier's site, before shipment.
 - (iv) Any other repairs/alteration if required after tests in Karachi.
- 27.4 Prices charged by the Supplier for the preceding incidental services, shall be included in the Contract Price.

28. Drawings and Plans.

Set of “as built” drawings from Builder (duly approved by Class) which includes, but not limited to:

- General arrangement plan	Original + three copies
- Shell expansion Plan	" "
- Hull structure Drawings	" "
- Machinery installation and Arrangement plans	" "
- Machinery / Equipment drawings / manuals	" "
- Propulsion system and Steering System drawings & details	" "
- Docking plan.	" "
- Piping and cable for all systems	" "
- Electrical Distribution / Cable & wiring Diagram	" "

29. Certificates, Measurement Records and Documents.

- Builder certificate (Original + three copies)
- Vessel Seagoing class certificate (Original + three copies) of approved classification society
- Sea speed test certificate
- Safety equipment certificate
- Load line certificate.
- Marpol certificate.
- Bollard pull test certificate.
- LSA, FFA certificates.
- Certificates by maritime authority or Class including certificate for sea worthiness.
- Ownership / lien / mortgage certificate / documents for registration.
- Class certificate for all material, machinery and tests and trials results and surveys.
- Main Engines (type, model, power, rating, fuel consumption etc.)
- Aux. Engines and Alternators (type, model, power, rating, fuel consumption etc.)
- Harbour acceptance / quayside test record.
- Sea acceptance / functional test record.
- Fendering (size and material), Bow Fender (cylindrical rubber type) as per LNG requirement.
- Navigational and communication equipment
- List of spare parts with complete configuration as per PQA's requirement and catalogues.
- List of names and addresses of the designers, sub-contractors, manufacturers/suppliers etc.
- List of inventory and tools.
- Technical details of deck equipment (Capstan, towing hook, davits, bollards, rope eye etc.)
- Bridge / Engine control and wheelhouse plan
- Drawings and Plans pertaining to all systems including but not limited to Main Engines, Aux Engines associated machinery piping and fitting layout of Fuel, lube oil, Sea water, Fresh water, Ballast, Bilges, Hydraulic Air
- List of Consumable items such as filters, seals, bearings, hoses, fuses, ICs/card etc.
- Hard and soft copies of the above documents and drawings be provided duly scanned or else for obtaining the print out of documents, except for the printed material i.e. literature, brochures, leaflets for operation and maintenance manuals etc.

30. Books / Instruction Manuals

- All Tanks calibration Books and sounding tables for entire depth
- Stability booklet for inclination tests result and calculation thereof.
- Manual for Operation and Maintenance of each machinery, equipments and systems from Manufacturer.
- Spare parts Code Book to indent spare parts, for each machinery, equipment including any electronic system / card.
- Maintenance manual for main machinery as recommended by the original manufacturers.
- Particulars of all machinery and equipments used with addresses of manufacturers

31 Spare Parts

- 31.1 The Supplier shall carry on board sufficient inventories to assure ex-stock supply of consumable/schedule maintenance spare parts inclusive of any maintenance of main /auxiliary machinery for 500/1000/2000 upto 5000 running hrs/two years of period ,such as gaskets, washers, belts, filters, hoses, fuses PLCs, ICs etc. Minimum critical spare parts as per classification society also to be supplied by contractor. Other spare parts and components shall be supplied in accordance with the provision of schedule of quantity or as agreed upon Makers / OEM list of recommended Spare parts (with Unit Price). Spare parts requirement (List) for five years to be provided by Supplier, to attend and credit next five yearly Survey (of Main and Auxiliary Engines) of Lloyds Register / Bureau Veritas.
- 31.2 The supplier shall furnish the **list** of spare parts indicating quantity and Original Equipment Manufacturer's complete nomenclature, Part No, Drawing No, category / sub-category etc and the unit and total price.

32. Standard Tools

- 32.1 All essential / special tools pertaining to Main machinery / equipment to be supplied by Contractor (with specific list thereof, as recommended by Makers). It should essentially include all the tools required for complete dismantling / assembly of Main and Aux. Engines pertaining to five years special survey as per requirement of International Classification Society.

32.2 Others

- Cradle , packing and lifting appliances.
- Photographs, installed /fixed and loose to be provided.
- Model (as per scale, for each Craft).
- Brass plaque (as per sketch, to be provided).
- Set of maintenance tools and other accessories.
- Touch-up Paints.
- Any other drawing, plan, certificate, booklet, document (related with the scope of contract work) as may be required by the Purchaser.

33 Contract Completion / Warranty/Guarantee

- 33.1 The Contract shall not be considered as completed until the Completion Certificate of Due Performance shall have been issued by PQA. The issue of this Certificate by the PQA shall be a binding condition precedent to the release of the Performance Bond 60 days thereafter.
- 33.2 The Supplier shall guarantee (through manufacturer) that any spare / replacement parts for Main machinery i.e. Main Engines, Aux Engines and associated equipment will be available for Supply upto 15 years.

34 **Payments**

- 34.1 The Supplier's request(s) for payment shall be made to the Purchaser through an invoice describing, as appropriate, the Goods delivered and Services performed, supported by shipping documents, submitted upon fulfillment of other obligations stipulated in the Contract.
- 34.2 Payments shall be made promptly by the Purchaser within the period of 30 days for FEC and 15 days for local currency, on submission of an invoice/claim by the Supplier with all required certificates/documents.
- 34.3 The currency or currencies in which payment is made to the Supplier under this Contract shall be in US Dollars (In Pak Rupees only for M/S KSEW as per mutual agreement) subject to the following general principle:
Payment will be made in the foreign exchange currency of US Dollars in which the Contract Price has been stated in the Supplier's bid, and has subsequently been accepted by Purchaser for release of payment through letter of credit only in US Dollars, as the case may be.
Payment of the Contract Price shall be made by the Purchaser / PQA to the Supplier by installments as follows:

Installment	Percentage	Agreements
1	2	3
1 st	30%	As advance payment, preferably within thirty (30) days after signing of the Contract against a Bank Guarantee issued by State Bank of Pakistan approved Scheduled Pakistani Bank having minimum AA rating, located at Karachi.
2 nd	60%	On furnishing the bill of lading, shipping documents and consignment of contracted goods have arrived in Port Qasim and made ready for final tests, trials. Same to be confirmed by PQA Team.
3 rd	10%	After Harbour and Sea acceptance tests of tug in Port Qasim, Karachi and Delivery of all items, spares, tools documents, drawings, certificates, inventory, accessories and belongings and touch up work if any and rectification of deficiency observed during any or Tugs Operations and adjustment of non-provisions, if any.

34.4 Eligibility for Payment: Any or all payment invoices of the supplier shall become eligible for processing only after the Supplier's having completed all obligations under provision of the contract and furnished the documents which may be liable to be provided by him including the valid Performance bond and Insurance/s, Engineer's certificates etc. at the time of submitting the invoice.

- 34.5 The Bank Guarantee for advance payment shall be in the currency or currencies of the Contract.
- 34.6 In the event of the Contract being frustrated, i.e. if the performance of the Contract becomes physically and/or legally impossible, whether by war or otherwise, the PQA is not bound to pay any money to the Supplier in respect of the Work executed and the Supplier shall refund to the PQA within thirty (30) days after the date the frustration becomes apparent, the total amount of installments and all monies received by the Supplier from PQA, until the date of frustration and the property of the LNG Tug and parts thereof, according to the Particular conditions of contract, will repossess to the Supplier, after repayment has been made to PQA. The date of frustration shall be decided by the Purchaser / PQA.

35 Contract Amendments and annulment.

- 35.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 35.2 The contract between the Supplier and the Purchaser shall be considered ineffective for all purpose and provisions after completion of two years guarantee period, followed by the return of the performance bond / guarantee for full or adjusted amount (as the case may be) by the Purchaser to the Supplier.

36. Assignment / Encumbrances

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

37. Subcontracts

- 37.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 37.2 Subcontractors are bound to comply and perform in a manner the supplier had to perform and will not authorize to raise any claim of their performance with the purchaser.
- 37.3 The Supplier remains as fully responsible for the actions, defaults and neglects of any Sub-Contractor, or their representatives, staff and workers, just as for the actions defaults and neglects of his own representatives, staff and workers and obligations under the contract provision.

38. Late Delivery

If the Supplier shall fail to complete and deliver Four (04) newly constructed ASD Tugs (LNG Compatible) in Port Qasim, Karachi, Pakistan within the prescribed period of Delivery that shall not exceed Six (06) months from the signing of the contract agreement, the Supplier shall pay to PQA as liquidated damages at the rate of USD \$ 10,000/- (United States Dollars Ten Thousands) per day per delayed Tug upto a maximum of 10 percent of the contract price.

39. Law Governing the Contract and Language.

- 39.1 Pakistani law in force shall be the law governing the contract and all matters of disputes etc shall be referred to Pakistani Courts of law. All markings on equipment, recording devices, nameplates, drawings, documents, lists, certificates and other objects shall also be in legible English. The Supplier is obligated to replace any markings on objects in any other language than English, without additional cost. Anything in language other than English shall not be accepted towards completion of work.
The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written and accepted only in **English** language.
- 39.2 The Contract shall be interpreted in accordance only with the prevailing laws of Pakistan.

40 Notices (Clause 31)

40.1 For the purpose of all notices, the following shall be at the addresses of the PQA and Contractor:

- (a) **PQA**
SECRETARY
PORT QASIM AUTHORITY
BIN QASIM,
KARACHI-75020, PAKISTAN
FAX NO. 34730108-9
TEL. NO. (92 – 21) 99272111-20-LINES EXT: 4133

(b) **Contractor** (To be filled by Contractor, prior to submitting the bid)

40.2 Any notice to be given to the Supplier under the terms of the Contract shall be served, by sending the same to the Supplier's head office by registered courier service and/or fax including the local agent's office.

41 Training

41.1 The contractor shall provide training to the PQA's nominated officers and staff for Operation of the vessel and Maintenance of all equipment, machinery and systems installed on board Tug during initial 12 weeks, after delivery at Port Qasim, Karachi.

41.2 For under construction Craft, arrangement to be made by Supplier for on job training of PQA Engineer for atleast one month at site of construction / assembly of Craft equipment.

41.3 Guarantee Engineer, Master and Ship Crew.

The contractor shall arrange to provide at all times availability of one qualified Guarantee Engineer and one Guarantee Master on board Craft for a period of 12 weeks for ASD LNG Tug which period shall start from the date of completion of confirmatory trials in Port Qasim, Karachi.

On request of PQA the contractor shall continue extending the above facility and the period of deployment of Guarantee Engineer, Guarantee Master may be extended for further period, as per requirement, if any. The cost of additional services provided by the supplier, if any, shall be paid separately. The Guarantee Engineer and Guarantee Master shall receive instructions from PQA (Director Ops. Maintenance / Marine Ops) for deployment and function / operations of the Craft and all other matters. The Guarantee Engineer and Guarantee Master shall be responsible for following:-

- To provide necessary training and guidance to PQA's on-board officers and staff about each machinery, equipment, safe operations for Shipping.
- As per Maker's instructions Guarantee engineer will guide PQA officers / staff to carry out daily, weekly, monthly routines and periodical maintenance of machinery, equipment and all areas.
- To guide to maintain and up-keep the Tugs for functions, cleanliness, physical state etc. as to match the day one condition.
- To ensure removal of any defects / deficiencies, calibration of all measuring instruments / devices, trouble-shooting parameters and line of action for main machinery, consumption of fuel etc, spare parts and recording the data of periodical checks of systems and machinery function, on relevant cards / forms etc.
- To furnish to PQA report of the Tugs performance, consumptions, problems and remedial action, inventory level and status of the Tugs condition every week.

SECTION - IV

SUMMARY OF STIPULATIONS

SR. NO	CONDITION	DESCRIPTION	BIDDER'S COMPLIANCE
1	2	3	4
1	<p><u>BID SECURITY</u> Submission</p> <p>Amount/value</p> <p>Acceptance Condition</p> <p>Return.</p> <p>Validity of bid</p>	<p>Without acceptable bid security / earnest money the Bid will not be accepted.</p> <p>For ASD LNG Tug US\$ 500,000.</p> <p>Pay order issued by a Commercial Sector Bank located in Pakistan scheduled AA rating or foreign Bank Guarantee with counter guarantee of Pakistani Bank scheduled AA rating located in Karachi in the name of Port Qasim Authority.</p> <p>a. To the participant bidders, after signing of Contract Agreement with the successful bidder. b. To the successful bidder, after submission of the Performance Bond.</p> <p>120 days, after opening of Tender.</p>	
2.	<p><u>PERFORMANCE BOND</u> Submission</p> <p>Amount/value and Validity.</p> <p>Acceptance</p> <p>Return.</p>	<p>After issuance of Letter of Award and necessarily before signing the contract.</p> <p>10 % (ten percent) of the Contract Price, valid till the date, two year warranty/guarantee period has been completed.</p> <p>Issued by Commercial Sector Bank located in Pakistan scheduled AA rating , in the form of Bank Guarantee as per PQA Format (in Tender document) in the name of Port Qasim Authority.</p> <p>60 days after issuance of Certificate of due Performance, by PQA which will be issued on satisfactory completion of Warranty/Guarantee obligations by Contractor after two year guarantee period.</p>	
3.	<p><u>INSURANCE</u></p> <p>Premium.</p> <p>Value of Insurance.</p> <p>Date of expiry</p> <p>Beneficiary.</p> <p>Refund</p>	<p>Shall be for the full cover in the joint name of (PQA) and contractor for comprehensive and consolidated insurance by Pakistan firms for all contracted goods.</p> <p>All premiums shall be for the contractor's account.</p> <p>10% (Ten Percent) more than the contract price.</p> <p>The date of start of the two year warranty/guarantee period of each Tug, after delivery of goods at Port Qasim.</p> <p>PQA/Purchaser as full beneficiary.</p> <p>All time the PQA shall be entitled for 10% more than its investment.</p>	

4.	<p><u>PAYMENT TERMS</u></p> <p>Method of Payment</p> <p>Advance Payment</p> <p>Payment Conditions</p> <p>Additional Payments for Variation Orders.</p> <p>Taxes.</p>	<p>According to Clause 34 of Particular conditions of contract.</p> <p>Only against Bank Guarantee of Commercial Sector Bank scheduled AA rating located in Pakistan corresponding/in US dollars.</p> <p>Availability of valid and accepted Performance Bond / Bank Guarantee and Insurance Policy for all payments, completion of milestones, production of relevant documents, and certificates as required with delivery of Goods under the terms of contract etc.</p> <p>Along with the forthcoming or correspondingly due installment.</p> <p>As per prevailing Govt. rules.</p>	
5.	<p><u>INSTALLMENTS</u></p> <p>1st 30%</p> <p>2nd 60%</p> <p>3rd 10%</p>	<p>Advance, if required, against Bank Guarantee Commercial Sector Bank scheduled AA rating located in Pakistan in equivalent amount.</p> <p>Upon arrival of contracted goods in Karachi Port Qasim and readiness of the Tug for final tests in harbour and sea trials.</p> <p>After Harbour and Sea acceptance tests of each Tug in Port Qasim, Karachi and Delivery of all items, spares, tools documents, drawings, certificates, inventory, accessories and belongings and touch up work if any and rectification of deficiency observed during any or all Tugging Operation and adjustment of non-provisions, if any.</p>	
6.	<p><u>SUBMISSION AND OPENING OF THE BIDS / TENDERS.</u></p>	<p>a. One Envelope containing Two separate sealed Envelopes exclusively for “Technical Proposal” and “Financial Proposal”.</p> <p>b. Each envelope has to indicate the Title of envelope i.e. Tender for Four ASD Tugs (LNG Compatible) naming Technical offer, Financial offer and name & complete address of the bidder.</p>	

7.	<p><u>TIME</u></p> <p>Period of Delivery.</p> <p>Start of Warranty/Guarantee Period.</p> <p>Duration of Warranty/Guarantee Period.</p> <p>Period of stay of Guarantee Engineer & Guarantee Master.</p> <p>Completion of Contract.</p>	<p>c. One Original and one Copy of the bid is to be submitted.</p> <p>d. Envelope marked "Technical offer" shall be opened first for technical evaluation of Tendering Firm and offered Bid on basis of positive response to requirements of Tender documents. Accordingly, comprehensive information and relevant particulars to be provided about tendering Firm, relevant forms to be filled, broad parameters and Criteria for technical specifications to be responsive to ascertain that Technical offer is compliant to specifications and parameters of Tender Documents. Envelope for "Financial offer" shall be retained (unopened).</p> <p>e. Retained unopened Financial offers of only the technically qualified Bidders-Bids shall be opened.</p> <p>Four newly constructed/supplied ASD Tugs (LNG Compatible) shall be delivered within Six (06) months, from the signing of the contract agreement at Port Qasim, Karachi, Pakistan.</p> <p>After the Sea and Harbour acceptance tests / trials of relevant Craft have been carried out at Port Qasim, Karachi.</p> <p>Two year.</p> <p>12 weeks.</p> <p>After Warranty/Guarantee period.</p>	
8.	<p><u>TRANSPORTATION</u></p> <p>Means.</p> <p>Voyage insurance</p> <p>Voyage</p>	<p>Dry tow / Carrier Vessel / Self propulsion.</p> <p>Included in the consolidated offered cost of work for 10% more than contract price.</p> <p>Under the responsibility of the Contractor and / or the Contractor through his carrier service provider is responsible to obtain all clearances and compliance of Rules for safe transportation of all contracted goods to Port Qasim, Karachi.</p>	

9.	<p>Freight Charges.</p> <p><u>CLEARANCE</u> Payment of Dues by decree.</p>	<p>Ceiling amount of freight charges (where applicable) to be quoted, as per BOQ and to be included in total cost of Bid.</p> <p>a. All charges for Taxes, Fee, duty, warehousing berthing, Tuggage, Towage, Pilotage, guarantee, deposits etc. out side Pakistan shall be borne by the contractor.</p> <p>b. PQA shall pay the charges as may be levied in Pakistan (Except Court Stamping of Contract) for the Custom Clearance and <u>Port Dues</u> for all kind of Port facilities etc. in respect of the contracted goods only and not carrier vessel. Except Court Stamping of Contract, charges for performance and bid and other securities.</p> <p>c. Contractor shall bear all expenses in respect of Four ASD Tugs (LNG Compatible), their accessories and belongings, as may be required for berthing & Quay wall facilities, warehousing, ship handling etc. at the work site / country of origin till completion of guarantee period of all contracted goods.</p> <p>d. Stamp duty leviable on the Contract and stamp duty on the 30% advance payment of bank guarantee will be borne by the contractor</p>	
10.	<p><u>LIQUIDATED DAMAGES (L.D).</u></p> <p>Limit</p> <p>Imposition of L.D.</p> <p>Meaning of Delivery for purpose of Liquidated Damages</p>	<p>Maximum up to 10% of the contract price.</p> <p>Delayed delivery USD 10,000/- per day per delayed Tug.</p> <p>The obligation of Contractor with respect to Liquidated damages in regard to speed, draught and late delivery as per clause – 7 of Particular conditions of contract.</p> <p>The term “Delivery” for the purpose of liquidated damages shall be after confirmatory and acceptance tests and trials at Port Qasim, Karachi, Pakistan and issuance of Acceptance Certificates by PQA.</p>	
11.	<p><u>CLARIFICATION OF TENDER</u></p> <p>Pre-Bid Meeting</p>	<p>a. All clarifications to the tender documents shall be in writing and distributed among all intending firms.</p> <p>b. A pre-bid meeting may be convened as per Notice for Invitation to Tender.</p>	
12	<p><u>EVALUATION / COMPARISION OF BIDS</u></p>	<p>a. Publicly opened proposal shall be evaluated to assess and examine the level of the Technical suitability for the use of purpose and compatibility to the prevailing environment, requirement, Provisions</p>	

		<p>and Specification for Technical Short listing of the bids.</p> <p>b. To complete the process of technical evaluation of bids for their qualification, the lowest evaluated bidder may be asked to arrange at his expenses and risk, the site inspection, test and trials of offered equipment by PQA Technical Team.</p> <p>c. Financial offers of Technically qualified bidders shall be opened in the presence of the bidders / representatives with prior information about date and time.</p> <p>d. Retained un-opened Financial offers of Technically Disqualified bidders-bids shall be returned Financial Proposal un-opened.</p> <p>e. After adding the financial implications the <u>consolidated evaluated cost</u>, shall be arrived at, this will be considered the cost for comparison, quoted by technically qualified bidders.</p> <p>f. The consolidated evaluated cost may include the C&F cost, Freight (ceiling amount), cost of additional work if any, provisions for spares, Guarantee Engineer, Master, Insurance, incidental services on compliance etc.</p> <p>g. In case of authorized Supplier(s)/Distributor(s) the Original Tug Manufacturer(s) may be considered for judging under the Technical Evaluation Criteria.</p> <p>The authorized Supplier(s)/Distributor(s) shall have to submit the written authorization from Original Tug Manufacturer(s) and indicate whether the contract is to be entered into with the authorized Supplier(s)/Distributor(s) and/or Original Tug Manufacturer(s).</p>	
13	<u>TRAINING</u>	<p>a. On the job training shall be continued during the period, when Guarantee Engineer & Master shall be on board, at Port Qasim, Karachi.</p> <p>b. Provision for Training for PQA Staff – During final stage of construction and tests / trials of the Craft at site of Supplier.</p>	
14	<u>SPARE PARTS & TOOLS</u>	<p>a. <u>“Mandatory”</u> All <u>consumable spares</u> for Two year operation shall be supplied for Tugs. These spares may comprise All Filters (Lube, Fuel T/C), Gaskets, PLCs, ICs, Belts, Bearings, Seals, etc. List of these spares is to be provided with the technical bid.</p> <p>b. Clauses 32 & 33 of Particular conditions of</p>	

15.	<u>SUPERVISION</u>	<p>contract are relevant. All spares and Tools supplied by the Original Equipment Manufacturers (OEM) of each machinery / equipment and special tools be supplied on each Tugs and List of these to be provided with the Technical bid.</p> <p>c. Spare Parts list as recommended by the OEM to be provided with the Technical bid.</p> <p>a. Supervision, Engineering & Consultancy Firm or Surveyors may be appointed by PQA to monitor the Tests and Trials at site and in Port Qasim, the monitoring shall be for the Compliance of Rules of construction and Quality of materials and workmanship and Performance of the offered equipment.</p> <p>b. The contractor shall provide access, transport and other facility to the Supervision Engineers / Surveyors and PQA's inspection team at the yard / site as may be required by him to deliver the specified work.</p>	
16.	<u>RULES OF CONSTRUCTION. & DESIGN OF WORKS</u>	<p>The multipurpose ASD LNG Tug should have been constructed as per rules and requirements of as follows.</p> <ul style="list-style-type: none"> - International Classification Society approved by IACS (Lloyds Register / BV / ABS / DNV/GL/NK) example LR + 100A1, + LMC or equivalent - IMO - MARPOL - SOLAS etc. <p>And fully equipped to work in all-weather / sea conditions for the use of purpose. Tenderer shall indicate the name and address of Builder and submit with his bid the necessary documents as per requirement of the Tender</p>	
17.	<u>BROAD PARAMETERS</u>	<p>a. All Specifications are for Guidance only. The selection shall be for the maximum conformity of the broad parameters as given in the specifications and the most suitable for use of purpose, depending on the inspection, tests and trials, provisions, performance, alterations (if any) etc.</p> <p>b. Supply of the Tugs should ensure all provisions, whether or not mentioned in the tender specifications, for the safest use of purpose, all weathers sea- worthiness and to comply the relevant conditions of the International Maritime Authorities/Institutions and Mercantile Marine Department, Karachi (Govt. of Pakistan).</p> <p>c. The offered Crafts (Tug) shall be sturdy and robust using the world wide known makes of</p>	

18.	<u>FLAG & REGISTRATION</u>	<p>equipment and exercising the highest standard of quality and workmanship for the finished goods and systems therein.</p> <p>a. The Tugs shall fly Pakistani Flag in Pakistan. b. The Local bidder(s) shall carry out registration of Crafts with MMD and the ex-yard price quoted by them shall be inclusive of the MMD charges for registration, surveys and Port dues etc. for each Tug.</p>	
19.	<u>TESTS AND TRIALS</u>	<p>a. Reports of the Factory tests of equipment on Test Bench as applicable shall be provided. Details of the Static / Quay side functional tests for idle running of installed machinery Preliminary tests, sea trials in the country of origin shall be provided, to be confirmed by PQA Team.</p> <p>b. The Sea Acceptance Tests / Trials (SATs) or Confirmatory / repeat tests for functions and operation of all the equipment at full load shall be carried out at Port Qasim, Karachi.</p> <p>c. All tests shall be witnessed and results shall require approval of the PQA Engineer / Surveyor as applicable.</p>	
20.	<u>USE OF PURPOSE</u>	<p>The offered Tug ASD LNG should be highly maneuverable for the quickest response and will have to demonstrate its full capability to carry out safely and efficiently the Tugging operations of all types of shipping, including Push and Pull operations, Salvage and Towage of Ships, Pollution combating, Fire Fighting facilities. at the rated capacity and as per tender requirements. Finally the functions shall also be demonstrated / confirmed at Port Qasim, Karachi.</p>	
21	<u>GUARANTEE/ WARRANTY</u>	<p>For Two Year Guarantee/Warranty, starting from the date of completion of confirmatory tests in Port Qasim, Karachi and delivery to PQA for all materials, design and workmanship.</p>	
22	<u>SCHEDULE OF REQUIREMENT</u>	<p>To meet the requirements of Tender Documents, Supply of required Tug All-Weathers Seagoing Class of IACS approved Classification Society e.g Lloyds / BV / ABS / DNV/GL/NK, all finished, complete, with Construction, all fitted machinery, piping systems, hydraulic and electrical installations, outfit, bow fendering, instrumentation, controls and all other required installations, whether or not mentioned within the broad parameters,</p>	

23-	<u>TRANSPORT</u>	<p>specifications and standard inventory. Tugs in sturdy and robust construction, built to the highest quality of materials, machinery, equipment, workmanship and quality control and inclusive of consumable spares and tools as delivered by manufacturers of each machinery / equipment as integrated component of supplies, documents all transported and delivered complete, after satisfactory execution of all necessary tests and sea trials.</p> <p>All cost, whatsoever for the proper and safe sea transportation of Tugs along with all Spares, tools and other provision as one package, by dry tow / career vessel / self propulsion (as the case may be) with all arrangements duly approved, complying with international navigation requirements, comprehensive marine insurance through Pakistani firms, certificates, etc. complete in all respects, including all heavy duty seaworthy preservation for safe sea transport and seaworthy heavy duty packing, complete in all respect.</p> <p>List of all Spares with OEM's description required to be submitted separately and all documents, drawings certificates, manuals, soft and hard copy of each, tests protocols / results and any other document as may be indicated by the purchaser.</p> <p>Completion of work of Construction and/ or /supply of the Craft, in accordance with the tender requirement and the requirements conveyed if any, after the tests and trials and other contractual requirements.</p>	
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SECTION - V

TECHNICAL SPECIFICATIONS

1. TECHNICAL SPECIFICATIONS OF THE OFFERED THREE (03) 75 TONS BOLLARD PULL ASD TUGS (LNG COMPATIBLE)

The Bidder has to provide positive response and required information pertaining to following essential parameters, about his offered Tug in the Technical Proposal, with relevant documentary evidence (as and where applicable).

General Discription

1. Name / Type of Tug
2. Built year / Under Construction
3. Under Construction OR New Construction Offered
4. Estimated period of completion for tests / trials at home port
5. Estimated period of delivery of Craft at Port Qasim, Karachi
6. Classification Society Lloyds Register / Bureau Veritas / ABS
7. Class Notation of Lloyds Register / BV/ABS
8. Length Overall
9. Breadth / Beam
10. Draught
11. Displacement
12. Tugs Sea Speed @ at 90 % MCR
13. Accommodation (Total Crew)
(i) Officers Cabins (ii) Crew Cabins
14. Type of propulsion (ASD)
15. Static / Steady Bollard pull Test capacity
16. Main Engines Make, Model and Types, Power, Fuel Cons.
17. Aux Engines Make, Model, Types, Power, Fuel Cons.
18. No. of Alternators, generators and power capacity
19. Electrical Battery Supply system
20. Life Saving and FiFi equipment (As per SOLAS) on board
21. External Fire fighting arrangement (SOLAS FiFi I class)
Pump, Monitors, Type & Capacity & Water, Foam
22. Anchoring and towing arrangement, Type and capacity
23. Radio & Nav. Equipment (As per SOLAS) including A.I.S
24. Air Conditioning system for wheel House and Accommodation
25. Fuel Tanks capacity
26. Deck Crane (if available) Capacity
27. Average Fuel consumption per hour at rated speed of Main Engine
28. Average Fuel consumption per load of Generator
29. Endurance period at 90% MCR
30. Tests Trials Reports
31. Any other information

2. BROAD PARAMETERS AND TECHNICAL SPECIFICATIONS OF THREE (03) 75 TONS BOLLARD PULL ASD TUGS (LNG COMPATIBLE)

1. **ASD LNG Tug must be ocean going, of proven design, robust structure to operate in maximum rough weather conditions of Arabian sea, and suitable for following functions.**

- Push-Pull / Berthing of all kind of Ships
- Towing of Ships in harbour and coastal areas
- Escorting of LNG Carriers/Other Vessels
- Fire fighting on other Ships with water and foam.
- Assistance for external salvage operations
- Assistance for Conservancy Services.

2. Approximate range of main particulars for guidance.

a. **DIMENSIONS**

Length Overall	32 – 36.00 Meters
Breadth Molded	12–14 Meters
Maximum Draught	6.0 Meters
Accommodations	10-12 Persons Including Officers & Crew)
Speed (at 90% MCR)	13 Knots
Bollard Pull (Minimum) Ahead (FWD Winch)	75 tons

b. The hull, machineries and equipments to be constructed to the classification requirements and under the survey of appropriate international classification society (Lloyd's, BV, DNV GL, NK or ABS), in order to obtain all relevant Certificates of Class for Hull, Machinery, equipments and Bollard Pull as specified in Tender Documents.

3. General arrangement profile

All relevant Certificates, Drawings and Plans pertaining to manufacturing of Tugs, Structures, Machinery, Electrical, Outfitting etc will be provided with the Tugs (and where possible, copies may be provided with the Bid). However, as far as possible, maximum information including large size General Arrangement Plan to be submitted with the offered Bid (Technical proposal) for Purchaser's confidence for both tugs. The required information includes but is not limited to following:

Builder's Certificate

General Arrangement Plan

Hull construction and Shell Expansion plans

Builder / Classification Society Certificates for Hull,

Machinery, Steel, materials and equipments.

International Safety Construction Certificate

International Safety equipment and associated Certificates

International Load line Certificate

Anchor and cables Certificate

IOPP Certificate

Propulsion ASD system plan

Shafting and stern gear arrangement

Fuel systems and Tanks calibration table

Steering system

Exhaust system

Fresh Water and Sanitary system

Bilge, Ballast and Fire Main system

Electrical circuits and wiring diagrams

Electronic circuits and diagrams

Docking plan

Cathodic protection system

Simplified Stability Booklet

Vessel harbour tests and sea trials reports

All relevant Drawings, Manuals, catalogues and spare part lists for machinery and equipments as specified in Tender Documents

4. Hull protection

The vessel should be well protected with Zinc Anodes and HRP Paint (High Resistance Paint) for three (03) years and after every Dry Docking and marine epoxy paint scheme and anti fouling system for about three (03) years warranty. All areas including tanks should be coated with relevant approved protective paint system.

International Marine paints should possess approval of classification society and paint scheme to be provided for entire hull, decks, tanks, engine rooms, and machineries. Authorized Distributor to be available at Karachi.

5. Mooring And Deck Equipment

Towing Hook One set of sufficient capacity, quick release type with remote Bridge control

Forward Winch Hydraulic, Windlass anchor chain and warping drums, With remote control on bridge for escort and harbor operations. Fitted with full render and recovery capabilities. Double drum (split Type) of sufficient brake load with Ultra High Molecular Weight Polyethylene (UHMWPE) ropes of appropriate strength. Arrangement to be provided for securing ropes manually in case of non-operation of winch.

Aft winch Hydraulic, with remote control on bridge for escort and harbor operations with warping drum
Single split drum – of sufficient brake load with Ultra High Molecular Weight Polyethylene (UHMWPE) ropes.

Anchors Two Bow anchors and chains with appropriate certificates of class.

External Fire Independent Fire-fighting pump arrangement with discharge. Fighting rate of about 2300 m³/hr with two fire monitors.

Deck Crane Preferably Provision of Deck Crane of minimum about 3 ton capacity (Electrical - Hydraulic)

Fenders. Heavy duty cylindrical mounted with synthetic straps instead of steel chain. Bow fender water spray system for pushing operation in swell conditions. Fenders to be of appropriate design, type & size in order to handle low freeboard vessels as well as per LNG requirement.

Provision of Two mooring eyes on each Port & Stbd. side in addition to Panama lead at the bow.

Explosion Proof external lighting

- a. Gas Detection Device
- b. Remote control air inlet valves
- c. Rig savers

- d. Fog Mode FI FI units
- e. Deck electrical and radio equipments / instruments to be intrinsically safe
- f. Spark arresters from Exhaust Gas System
- g. Fire Fighting FiFi-I (one) @ 2300 m3/hr.

Scantling: Generally the thicknesses would be 10% more than the Class requirement and the construction should be all welded however, the bidder may indicate in his bid the thicknesses of various sections of hull, deck, bulwark and superstructure etc and frames and web frame spacing.

Technical Offer / Proposal of Bid should also contain (with other information pertaining to requirements of Tender) relevant documents pertaining to General Arrangement Plan: Machinery, Deck Fittings, Wheelhouse and Accommodation Plan, Shell expansion plan, and Photographs pertaining to Fwd, Aft, Side Views and Plan of the Four ASD Tugs (LNG Compatible).

6. Requirement to prevent collision of superstructure with other ship during heeling

There should be about 2 meter of deck space between Bulwark and superstructure on port and stbd side to prevent contact of any part of tug super-structure with other Shipside / hull during heeling in rough weather. Accordingly overall shape / dimensions of superstructure are of prime importance to ensure above-mentioned requirement (max width of superstructure at base and min. width at top).

7. GENERAL REQUIREMENT OF MAIN EQUIPMENT AND IMPORTANT FEATURES

- | | |
|---|--|
| a. (LNG Compatible) ASD Berthing Tugs, Static / Steady minimum Bollard Pull-75 Tons (Ahead) (FWD Winch) as specified in Tender document | Test Certificates should not be over six months old at the time of vessel delivery to PQA. Tug should be Ocean Going, capable of Deep-sea navigation in all weathers and sea conditions of Arabian Sea. |
| b. Sea Speed | 13 Knots |
| c. Main Engines 2 Nos. marine type(Semi-Automatic type preferable) Wartsilla , Caterpillar, MAN with authorized R&M Workshop backup facility and prompt Spares supply should be available at Karachi. OEM's from Israel, India & Taiwan are not acceptable. | M.E should have sufficient rating to achieve to specified bollard pull. Electronic software programming, based control Systems are not considered suitable and may be rejected if other option of direct electro mechanical control between wheel house – Engine room are available. Endurance test at maximum rated RPM of main engines shall be carried out for a Period of 05 hours, as specified in Tender Document. |
| d. Propulsion system | Two Azimuth stern drive system units of international repute. |
| e. Power Generating System Alternator Sets Cummins, Wartsilla MAN or any other | 02 in No. Brushless A/C Generator sets three phase, 415 volts. 50 Hz plus 24v DC supply. Each alternator capable for supplying the full operational |

international repute with authorized facility at Karachi.	for Parallel running of Alternators. Preferably One Harbour Service Generator set for 02 or more Battery Sets (with Chargers) 24 Volts, high, for engines, stand-by emergency circuits and ship consumer load including radio network.
f. Classification society by Lloyds Register of Shipping or Bureau Veritas, DNV GL, NK or ABS	LR + 100 AI + LMC Tug (with unrestricted service) for Ocean Going Vessels as per class of international classification society Lloyd's, BV, DNV GL, NK or ABS.
g. Instrumentation & Controls	The instrumentation is to preferably include direct and remote sensing dial type gauges in Engine Room and Wheel house for local and remote panels.
h. Wheel House - Engine / Control	Throttle, and other Controls from Wheel house to the Main Engines, etc should be simple, direct electro-mechanical type. Electronic software programming based control systems are not preferred.
i. Supply of essential tools and spares	Supplier to provide all essential and special tools pertaining to complete overhaul of Main and Auxiliary Engines, and a list there of.
j. Diesel driven Fire & Salvage Pump External fire fighting and Salvage System to be provided with high Pressure pipe lines.	One main fire pump diesel engine driven for operating fire monitors on top deck and salvage for any flooding ship. Capacity of about 2300 cu meter , Hr. Working pressure: 10 Bar approx. Foam Mixing System: Arrangement for AFFF type foam injection in seawater flow to fire monitors.
k. General Service and Bilge Pump	One in No. Centrifugal type. (self-priming) Electrical driven for seawater service, fire fighting, bilges removal from all compartments.
l. Ballast Pump	One in No. Centrifugal type (self-priming). Electrical driven S/W service. Ballasting / de-ballasting tanks, fire-fighting working pressure about 06 bar etc.
m. Main Air Compressor	02 in number filling air banks of Two independent Air Bottles. Each bottle/bank of 30 bar pressure, capable of giving minimum of 12 consecutive Starts to Main Engine.
om Bilge Suction Pump	One in No. Positive displacement pump, Electrical for bilge water removal from engine room and other compartments of Tugs.

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| o. Sewerage system / plant | Should be fitted with a self contained sewage treatment system that meets MARPOL regulations. |
| p. Air Conditioning System | Effective system for Bridge and accommodation spaces to maintain 24 ⁰ Celsius. |
| q. Ventilation System. | Effective forced ventilation system for Engine Room, Bridge, Accommodation and any other compartments. Port holes to be provided in cabins as per normal marine practice. |
| r. Steering system | Auto Pilot, where the ASD propulsion System is interfaced with Gyro, to maintain fixed heading. |
| s. Operating Conditions | Summer ambient air temperature =45 ⁰ Celsius
Seawater temp = 35 ⁰ Celsius and 70% humidity
Sea water temp. monitoring gauge to be fitted onbc |
| t. Shore Power Supply Connection | About 120 Amps shore connection to be provided at Main Switchboard. |
| u. Navigation & Communications System | To be installed in compliance with the sea going class of Survey. Accordingly, VHF, UHF, GPS, A.I.S, Radar, Magnetic Compass, ECDIS, Gyro, Echo sounder, Horn whistle, Binoculars, search lights etc are to be provided. Internal communication system between various compartments, engine room bridge accommodation, deck etc to be provided.
- Emergency telephone system to be provided.
- Public address system to be provided for decks, machinery spaces and accommodation. |
| v. Wheelhouse equipment | As per standard marine practice. In keeping with standard ASD handling system. Preferable Auto Pilot, where the ASD propulsion System is interfaced with Gyro, to maintain fixed heading. All round visibility and clear view screen. |
| w. Oily water separator | One oily bilge Separator fitted with 15 PPM Alarm Unit. |
| x. Fixed Fire Fighting Installation (Internal) | CO ₂ Total flooding System, for machinery spaces from outside. Fire detection system in machinery and accommodation spaces. |
| y. Diesel oil purifier | The Tug may be fitted with D.O Purifier which meets our High Speed Diesel fuel system. |
| z. Elect / Hydraulic Crane | About 03tons SWL for general stores handling launching / retrieving life Boat & for Port maintenance activities. |

- aa. Life saving appliances and Fire Fighting appliances All LSA & FFA to be provided as per SOLAS requirements.
- ab. Alarm System As per classification society, standard marine practice and port state control requirements.
- ac. Lighting Lighting 220 volts normal and 24 Volts emergency lighting. All external / deck lights to be water proof and sea water resistant marine type lighting to be provided as per classification and standard marine practice.

1. **TECHNICAL SPECIFICATIONS OF THE OFFERED ONE (01) 85 TONS BOLLARD PULL ASD TUGS (LNG COMPATIBLE)**

The Bidder has to provide positive response and required information pertaining to following essential parameters, about his offered Tug in the Technical Proposal, with relevant documentary evidence (as and where applicable).

General Discription

- 1- Name / Type of Tug
- 2- Built year / Under Construction
- 3- Under Construction OR New Construction Offered
- 4- Estimated period of completion for tests / trials at home port
- 5- Estimated period of delivery of Craft at Port Qasim, Karachi
- 6- Classification Society Lloyds Register / Bureau Veritas / ABS
- 7- Class Notation of Lloyds Register / BV/ABS
- 8- Length Overall
- 9- Breadth / Beam
- 10- Draught
- 11- Displacement
- 12- Tugs Sea Speed @ at 90 % MCR
- 13- Accommodation (Total Crew)
 - (i) Officers Cabins
 - (ii) Crew Cabins
- 14- Type of propulsion (ASD)
- 15- Static / Steady Bollard pull Test capacity
- 16- Main Engines Make, Model and Types, Power, Fuel Cons.
- 17- Aux Engines Make, Model, Types, Power, Fuel Cons.
- 18- No. of Alternators, generators and power capacity
- 19- Electrical Battery Supply system
- 20- Life Saving and FiFi equipment (As per SOLAS) on board
- 21- External Fire fighting arrangement (SOLAS FiFi I class)
Pump, Monitors, Type & Capacity & Water, Foam
- 22- Anchoring and towing arrangement, Type and capacity
- 23- Radio & Nav. Equipment (As per SOLAS) including A.I.S
- 24- Air Conditioning system for wheel House and Accommodation
- 25- Fuel Tanks capacity
- 26- Deck Crane (if available) Capacity
- 27- Average Fuel consumption per hour at rated speed of Main Engine
- 28- Average Fuel consumption per load of Generator
- 29- Endurance period at 90% MCR
- 30- Tests Trials Reports
- 31- Any other information

2. BROAD PARAMETERS AND TECHNICAL SPECIFICATIONS

OF ONE (01) 85 TONS BOLLARD PULL ASD TUGS (LNG COMPATIBLE)

1- ASD LNG Tug must be ocean going, of proven design, robust structure to operate in maximum rough weather conditions of Arabian sea, and suitable for following functions.

- Push-Pull / Berthing of all kind of Ships
- Towing of Ships in harbour and coastal areas
- Escorting of LNG Carriers/Other Vessels
- Fire fighting on other Ships with water and foam.
- Assistance for external salvage operations
- Assistance for Conservancy Services.

3. Approximate range of main particulars for guidance.

a. DIMENSIONS

Length Overall	32 – 36.00 Meters
Breadth Molded	12–14Meters
Maximum Draught	6.0 Meters
Accommodations	10-12 Persons Including Officers & Crew)
Speed (at 90% MCR)	13 Knots
Bollard Pull (Minimum) Ahead	85 Tons

b. The hull, machineries and equipments to be constructed to the classification requirements and under the survey of appropriate international classification society (Lloyd's, BV, DNV GL, NK or ABS), in order to obtain all relevant Certificates of Class for Hull, Machinery, equipments and Bollard Pull as specified in Tender Documents.

4. General arrangement profile

All relevant Certificates, Drawings and Plans pertaining to manufacturing of Tugs, Structures, Machinery, Electrical, Outfitting etc will be provided with the Tugs (and where possible, copies may be provided with the Bid). However, as far as possible, maximum information including large size General Arrangement Plan to be submitted with the offered Bid (Technical proposal) for Purchaser's confidence for both tugs. The required information includes but is not limited to following:

Builder's Certificate

General Arrangement Plan

Hull construction and Shell Expansion plans

Builder / Classification Society Certificates for Hull,

Machinery, Steel, materials and equipments.

International Safety Construction Certificate

International Safety equipment and associated Certificates

International Load line Certificate

Anchor and cables Certificate

IOPP Certificate

Propulsion ASD system plan

Shafting and stern gear arrangement

Fuel systems and Tanks calibration table

Steering system

Exhaust system

Fresh Water and Sanitary system

Bilge, Ballast and Fire Main system

Electrical circuits and wiring diagrams

Electronic circuits and diagrams

Docking plan

Cathodic protection system

Simplified Stability Booklet

Vessel harbour tests and sea trials reports

All relevant Drawings, Manuals, catalogues and spare part lists for machinery and equipments as specified in Tender Documents

5. Hull protection

The vessel should be well protected with Zinc Anodes and HRP Paint (High Resistance Paint) for three (03) years and after every Dry Docking and marine epoxy paint scheme and anti fouling system for about three (03) years warranty. All areas including tanks should be coated with relevant approved protective paint system.

International Marine paints should possess approval of classification society and paint scheme to be provided for entire hull, decks, tanks, engine rooms, and machineries. Authorized Distributor to be available at Karachi.

6. Mooring And Deck Equipment

Towing Hook One set of sufficient capacity, quick release type with remote Bridge control

Forward Winch Hydraulic, Windlass anchor chain and warping drums, With remote control on bridge for escort and harbor operations. Fitted with full render and recovery capabilities. Double drum (split Type) of sufficient brake load with Ultra High Molecular Weight Polyethylene (UHMWPE) ropes of appropriate strength. Arrangement to be provided for securing ropes manually in case of non-operation of winch.

Aft winch Hydraulic, with remote control on bridge for escort and harbor operations with warping drum
Single split drum – of sufficient brake load with Ultra High Molecular Weight Polyethylene (UHMWPE) ropes.

Anchors Two Bow anchors and chains with appropriate certificates of class.

External Fire Independent Fire-fighting pump arrangement with discharge. Fighting rate of about 2300 m³/hr with two fire monitors.

Deck Crane Preferably Provision of Deck Crane of minimum about 3 ton capacity (Electrical - Hydraulic)

Fenders. Heavy duty cylindrical mounted with synthetic straps instead of steel chain. Bow fender water spray system for pushing operation in swell conditions. Fenders to be of appropriate design, type & size in order to handle low freeboard vessels as well.

Provision of Two mooring eyes on each Port & Stbd side in addition to Panama lead at the bow.

Explosion Proof external lighting

- a. Gas Detection Device
- b. Remote control air inlet valves
- c. Rig savers

- d. Fog Mode FI FI units
- e. Deck electrical and radio equipments / instruments to be intrinsically safe
- f. Spark arresters from Exhaust Gas System
- g. Fire Fighting FiFi-I (one) @ 2300 m3/hr.

Scantling: Generally the thicknesses would be 10% more than the Class requirement and the construction should be all welded however, the bidder may indicate in his bid the thicknesses of various sections of hull, deck, bulwark and superstructure etc and frames and web frame spacing.

Technical Offer / Proposal of Bid should also contain (with other information pertaining to requirements of Tender) relevant documents pertaining to General Arrangement Plan: Machinery, Deck Fittings, Wheelhouse and Accommodation Plan, Shell expansion plan, and Photographs pertaining to Fwd, Aft, Side Views and Plan of the Four ASD Tugs (LNG Compatible).

8. Requirement to prevent collision of superstructure with other ship during heeling

There should be about 2 meter of deck space between Bulwark and superstructure on port and stbd side to prevent contact of any part of tug super-structure with other Shipside / hull during heeling in rough weather. Accordingly overall shape / dimensions of superstructure are of prime importance to ensure above-mentioned requirement (max width of superstructure at base and min. width at top).

8. GENERAL REQUIREMENT OF MAIN EQUIPMENT AND IMPORTANT FEATURES

- | | |
|---|--|
| a. (LNG Compatible) ASD Berthing Tugs, Static / Steady minimum Bollard Pull-85 Tons (Ahead) as specified in Tender document | Test Certificates should not be over six months old at the time of vessel delivery to PQA. Tug should be Ocean Going, capable of Deep-sea navigation in all weathers and sea conditions of Arabian Sea. |
| b. Sea Speed | 13 Knots |
| c. Main Engines 2 Nos. marine type(Semi-Automatic type preferable) Wartsilla , Caterpillar, MAN with authorized R&M Workshop backup facility and prompt Spares supply should be available at Karachi. OEM's from Israel, India & Taiwan are not acceptable. | M.E should have sufficient rating to achieve to specified bollard pull. Electronic software programming, based control Systems are not considered suitable and may be rejected if other option of direct electro mechanical control between wheel house – Engine room are available. Endurance test at maximum rated RPM of main engines shall be carried out for a Period of 05 hours, as specified in Tender Document. |
| d. Propulsion system | Two Azimuth stern drive system units of international repute. |
| e. Power Generating System Alternator Sets Cummins, Wartsilla MAN or any other | 02 in No. Brushless A/C Generator sets three phase, 415 volts. 50 Hz plus 24v DC supply. Each alternator capable for supplying the full operational |

international repute with authorized facility at Karachi.	for Parallel running of Alternators. Preferably One Harbour Service Generator set for 02 or more Battery Sets (with Chargers) 24 Volts, high, for engines, stand-by emergency circuits and ship consumer load including radio network.
f. Classification society by Lloyds Register of Shipping or Bureau Veritas, DNV GL, NK or ABS	LR + 100 AI + LMC Tug (with unrestricted service) for Ocean Going Vessels as per class of international classification society Lloyd's, BV, DNV GL, NK or ABS.
g. Instrumentation & Controls	The instrumentation is to preferably include direct and remote sensing dial type gauges in Engine Room and Wheel house for local and remote panels.
h. Wheel House - Engine / Control	Throttle, and other Controls from Wheel house to the Main Engines, etc should be simple, direct electro-mechanical type. Electronic software programming based control systems are not preferred.
i. Supply of essential tools and spares	Supplier to provide all essential and special tools pertaining to complete overhaul of Main and Auxiliary Engines, and a list there of.
j. Diesel driven Fire & Salvage Pump External fire fighting and Salvage System to be provided with high Pressure pipe lines.	One main fire pump diesel engine driven for operating fire monitors on top deck and salvage for any flooding ship. Capacity of about 2300 cu meter , Hr. Working pressure: 10 Bar approx. Foam Mixing System: Arrangement for AFFF type foam injection in seawater flow to fire monitors.
k. General Service and Bilge Pump	One in No. Centrifugal type. (self-priming) Electrical driven for seawater service, fire fighting, bilges removal from all compartments.
l. Ballast Pump	One in No. Centrifugal type (self-priming). Electrical driven S/W service. Ballasting / de-ballasting tanks, fire-fighting working pressure about 06 bar etc.
m. Main Air Compressor	02 in number filling air banks of Two independent Air Bottles. Each bottle/bank of 30 bar pressure, capable of giving minimum of 12 consecutive Starts to Main Engine.
om Bilge Suction Pump	One in No. Positive displacement pump, Electrical for bilge water removal from engine room and other compartments of Tugs.

- | | |
|--|--|
| o. Sewerage system / plant | Should be fitted with a self contained sewage treatment system that meets MARPOL regulations. |
| p. Air Conditioning System | Effective system for Bridge and accommodation spaces to maintain 24 ⁰ Celsius. |
| q. Ventilation System. | Effective forced ventilation system for Engine Room, Bridge, Accommodation and any other compartments. Port holes to be provided in cabins as per normal marine practice. |
| r. Steering system | Auto Pilot, where the ASD propulsion System is interfaced with Gyro, to maintain fixed heading. |
| s. Operating Conditions | Summer ambient air temperature =45 ⁰ Celsius
Seawater temp = 35 ⁰ Celsius and 70% humidity
Sea water temp. monitoring gauge to be fitted onbc |
| t. Shore Power Supply Connection | About 120 Amps shore connection to be provided at Main Switchboard. |
| u. Navigation & Communications System | To be installed in compliance with the sea going class of Survey. Accordingly, VHF, UHF, GPS, A.I.S, Radar, Magnetic Compass, ECDIS, Gyro, Echo sounder, Horn whistle, Binoculars, search lights etc are to be provided. Internal communication system between various compartments, engine room bridge accommodation, deck etc to be provided.
- Emergency telephone system to be provided.
- Public address system to be provided for decks, machinery spaces and accommodation. |
| v. Wheelhouse equipment | As per standard marine practice. In keeping with standard ASD handling system. Preferable Auto Pilot, where the ASD propulsion System is interfaced with Gyro, to maintain fixed heading. All round visibility and clear view screen. |
| w. Oily water separator | One oily bilge Separator fitted with 15 PPM Alarm Unit. |
| x. Fixed Fire Fighting Installation (Internal) | CO ₂ Total flooding System, for machinery spaces from outside. Fire detection system in machinery and accommodation spaces. |
| y. Diesel oil purifier | The Tug may be fitted with D.O Purifier which meets our High Speed Diesel fuel system. |
| z. Elect / Hydraulic Crane | About 03tons SWL for general stores handling launching / retrieving life Boat & for Port maintenance activities. |

- aa. Life saving appliances and Fire Fighting appliances All LSA & FFA to be provided as per SOLAS requirements.
- ab. Alarm System As per classification society, standard marine practice and port state control requirements.
- ac. Lighting Lighting 220 volts normal and 24 Volts emergency lighting. All external / deck lights to be water proof and sea water resistant marine type lighting to be provided as per classification and standard marine practice.

SECTION – VI

EVALUATION CRITERIA

TECHNCIAL EVALUATION CRITERIA

The Offered Bid and Tendering Firm will be technically evaluated / qualified on the basis of positive response to requirements of Tender documents as under.

Mandatory Requirements:

1. Purchase of Tender documents and to submit the Tender within due date.
2. To submit relevant information and specifications about Four LNG Tugs as per requirement of Tender Documents. Broad parameters / Criteria for technical specifications to be responsive.
3. Last three years audited Financial Statements for Pakistani Firms.
4. For qualifying the minimum marks are required to be obtained in as given in table below of overall minimum 65 marks.
5. The Joint Venture / Consortium members have to qualify individually or jointly for overall minimum 65 marks

Category	Description	Min Marks	Max.Marks
A.	<p>Status of firm</p> <p>Public limited /Multinational 10 Points Private Limited 08 Points Private Owner 06 Points</p>	06	10
B.	<p>SUPPLIERS PROFESSIONAL CAPABILITY</p> <p><u>Building yard facilities for production /Supply of Tugs</u></p> <p>a. Tug Building facilities</p> <p>i. Shipyard - Adequate work facilities showing capability to build at least one Tug at a time shall score 14 points. Each additional facility shall earn 2 point each.</p> <p>ii. Quality System/Procedures 04 Points – ISO 9001, ISO 140001, OHAS 18001, HSEQ-ISM each shall earn 1 point</p>	14 03 <hr/> 17	16 04 <hr/> 20
C.	<p>General Experience of Supplier of ASD Tugs</p> <p>i. Min 08Years experience of Tugs/Seagoing vessels construction, 08 Points for each additional year 2.0 points</p> <p>ii. Construction of at least Three(03) ASD Tugs, for three (03) Tugs 05 points and for every additional Tug shall earn 05 points</p>	08 05	10 15

	iii. Construction of at least three (03) Tugs (LNG Compatible) for three (03) tugs 15 points and for every additional LNG compatible Tugs 05 points	15 <hr/> 28	25 <hr/> 50
D.	<u>Financial Capability based on last three years average:</u> i. Net Worth Minimum US\$ 40.0 Million, 1 point for every additional US\$ 10M ii. Turn over Minimum US\$ 60.0 Million, 1 point for additional US\$ 5.0M iii. Working Capital Minimum US\$ 5.0 Million, 1 point for additional US\$ 1.0M	08 03 03 <hr/> 14	10 05 05 <hr/> 20
	Total Points / Marks	65	100

Price preference: price preference for local indigenous construction as per SRO 827(1)/Dec 2001 to be incorporated.

NOTE:

In case of authorized Supplier(s)/Distributor(s) the Original Tug Manufacturer (s) may be considered for judging under the Technical Evaluation Criteria. The authorized Supplier(s)/Distributor(s) shall have to submit the written authorization from Original Tug Manufacturer(s) and indicate whether the contract will be entered into with the authorized Supplier(s)/Distributor(s) and/or Original Tug Manufacturer(s).

Origin of Machinery/ Equipment :

Confirmation/ documentary evidence is required that Machinery/Equipment made in China under License is acceptable.

SECTION – VII

BILL OF QUANTITIES

BILL OF QUANTITIES

(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)

**SUPPLY / NEW CONSTRUCTION OF THREE (03) 75 TONS AND ONE (01) 85 TONS
BOLLARD PULL ASD TUGS (LNG COMPATIBLE)**

Item	Description	Amount in US Dollars
1.	To meet the requirements of Tender documents. Supply of Constructed Three (03) 75 Tons and One (01) 85 Tons Bollard Pull ASD Tugs (LNG Compatible), (Lloyd's, BV, DNV GL, NK or ABS) all furnished and complete with all provisions, accessories and requirements, with allied equipment / tools / Spares, documents, drawings, modifications if any and service etc as per specifications, requirements of Tender Documents, Schedule as agreed – C & F Cost.	Included in C&F cost
2.	Transportation - Amount of Freight for dry tow / self propelled Tug delivery and of all the contracted goods for shipment to Karachi Port Qasim under one package.	Included in C&F cost
3.	Inspection visit for preliminary tests and sea trials at Bidder site by PQA technical team / Surveyor.	
4.	Estimated period of delivery of Tugs at Port Qasim, Karachi	
5.	Confirmatory tests and sea trials of Tugs at Port Qasim, Karachi - Mandatory	
6.	Provision of Guarantee Engineer / Master for 12 weeks onboard Tugs, during which professional training will be given to PQA Afloat Staff, for operation, maintenance of machinery, equipment and handling of Tugs, as per requirement of Tender.	
7.	Manufacturer's and Class recommended Two year consumable Spare parts/Spare parts required for schedule maintenance on main engine auxiliary engine and auxiliary equipment, set of standard/special tools for Main, Auxiliary Engines and other main machinery, including A.S.D. equipment.	
8.	Incidental services and defect remedy during two year warranty/guarantee period at Karachi Port Qasim. Total Cost Amount in Foreign Currency (US Dollars)	
	Name and official address of Tenderer:	Designation and Signature of the Tenderer with stamp of the firm and date

Price preference: price preference for local indigenous construction as per SRO 827(1)/Dec 2001 to be incorporated.

NOTE:

In case of authorized Supplier(s)/Distributor(s) the Original Tug Manufacturer (s) may be considered for judging under the Technical Evaluation Criteria. The authorized Supplier(s)/Distributor(s) shall have to submit the written authorization from Original Tug Manufacturer(s) and indicate whether the contract will be entered into with the authorized Supplier(s)/Distributor(s) and/or Original Tug Manufacturer(s).

Date:

Signature

Stamp:

SECTION - VIII

ANNEXURES

GENERAL INFORMATION

Company

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

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

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

2. Regional Office Address (if any)

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

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

3. Local Office Address (if any)

Address:.....

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

4. Relevant detail of Ownership and Registration of the Company with documentary proof thereof. Names of Chief Executive Officer, key person and authorized Representative, where applicable.

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

6. Attach relevant certificates for documentary evidence.

**BIDDER EXPERIENCE FOR
SUPPLY OF TUGS AND OTHER VESSELS (SEAGOING)**

Main Lines of Business:

.....
.....

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

Please provide documentary evidence, as maybe applicable.

**LIST OF CUSTOMERS / CONTRACTS AND ONGOING PROJECTS /
SUPPLY SHIPPING TUGS**

NAME OF CONTRACT	VALUE	NAME OF EMPLOYER	SUPPLY DATE / SCHEDULED COMPLETION DATE
TOTAL VALUE			

Please provide documentary evidence, as maybe applicable.

BIDDER FIRM PERSONNEL DETAILS

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

NOTE: Please provide documentary evidence about Employees and relevant Certificates.

BIDDER'S FINANCIAL DATA

A. Summary of assets and liabilities on basis of the audited financial statements 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. Names / Addresses of Commercial Banks in the country of origin and local branch providing credit line:

.....

2. Approx. amount of credit line:

.....

Attach copies of the Bankers Certificates, audited financial statements of the last three financial years.

FORM OF CONTRACT

THIS CONTRACT AGREEMENT is made at Karachi on this _____day of _____2017 between PORT QASIM AUTHORITY, Karachi, Pakistan incorporated and established under Port Qasim Authority Act 1973 (Act XL.III dt 1973), hereinafter referred to as the “EMPLOYER” (which expression shall where the contract so requires and admit and include its successors-in-interest and assign on the ONE PART.

AND

M/s. _____ sole /Proprietor/ partnership Private Limited, having registered office at _____ hereinafter referred to as the CONTRACTOR (which expression shall wherever the contract so requires and admits include its successors-in-interest and assign) at the OTHER PART.

WHEREAS the Employer desires to award certain works Supply/New construction of Three (03) 75 Tons and One (01) 85 Tons Bollard Pull ASD Tugs (LNG Compatible) as per terms and conditions of Tender Documents on purchase basis within a specified period of _____ months, which should be executed by the Contractor, as awarded Tender to the Contractor for the execution and completion of such works and the remedying of any defect/s therein.

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Particular conditions of contract herein after referred to.
1. The following documents shall be deemed to form and be read and construed as integral part of this agreement, viz
 - a. Tender notice dated _____
 - b. The Bid form, Bill of Quantities (meeting schedule of requirements), and any technical schedule submitted by the Bidder).
 - c. Technical specifications of offered Tug
 - d. General Particular conditions of contract
 - e. Particular conditions of contract
 - f. Letter of Intent
 - g. The Letter of Acceptance by Contractor.
 - h. Performance Bond
 - i. Insurance Policies
 - j. Integrity Pact
 - k. Any other related documents, significant to be integral part of Contract.

2. That the above-mentioned documents contain the entire contract between the parties hereto and shall not be modified in any manner except by a protocol in writing signed by respective parties.
3. In consideration of the payments to be made by the Employer / Purchaser to the Contractor as hereafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works in conformity and in all respects with the provision of the Contract, which includes Supply of the Craft to Port Qasim, Karachi, corresponding services, supplies and satisfactory tests and trials and subsequent guarantee period as per Tender requirements.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works as per provision of the contract, the Contract sum or such other sums as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.
5. IN WITNESS WHEREOF THE parties hereto have caused this Contract Agreement to be executed in accordance with the laws in force in Pakistan on the day and year first above written and signed on the day stated above:

EMPLOYER

CONTRACTOR

 Secretary
 Port Qasim Authority
 Firm

Supplier /
 Proprietor of Bidder

Official Seal

Official Seal

1) WITNESS

1) WITNESS

2) _____

2) _____

NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE

INTEGRITY PACT

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

Without limiting the generality of the foregoing _____ 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 SUPPLY/CONSTRUCTION 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 SUPPLY/CONSTRUCTION of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP.

PERFORMANCE BOND

Letter by Guarantor Bank to Employer / Port Qasim Authority

Guarantee No. _____

Executed on _____

Expiry Date _____

Name of the Employer / Port Qasim Authority with address

Name of Guarantor (Bank) with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (equivalent to 10% of total bid price expressed 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 Letters of intent and Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the requirements, undertakings, covenants, terms and conditions of the Tender Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void;

otherwise to remain in full force and virtue till all requirements and Particular 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 defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be 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 Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. _____

1. Signature _____

Corporate Secretary (Seal)

2. Name _____

3. Designation _____

2. _____

Name, Title & Address (Seal)

Guarantor Bank (Seal)

1. Bank Guarantee Form for Advance Payment

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: [Name and Address of PQA]

Date: _____

ADVANCE PAYMENT GUARNATEE No.: _____

We have been informed that [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated (date) with you, for the execution of [name of contract and brief description of Facilities] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [amount in figures] (_____) (amount in words) is to be made against an advance payment guarantee.

As the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is the breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than toward the execution of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on his account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of each part-shipment or part-delivery of plant and equipment to the site, as indicated in copies of the relevant shipping and delivery documents that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Contractor of the amount of the advance payment, or on the _____ day of _____, 2017, whichever is earlier,. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature (s)]

"Insert the expected expiration date of the Time for Completion. PQA should note that in the event of an extension of the time of completion of the Contract _____ would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, _____.The Guarantor agrees to one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to PQA written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Domestic Goods (Value added in Pakistan)

[Bidder claiming for domestic preference should fill in for supply items only all columns here under and provide necessary documentation to substantiate their claim]

Sr No.	Description of indigenous Goods	Unit	Qty	Total Price of Goods Ex-Factory (Pak Rs.)	Domestic value added in the manufacturing cost as percentage of Ex-factory Price	Amount of value addition (Pak Rs.)
1	2	3	4	5	6	7
	Total in Column 5 & 6					

Computation:

- A. Total amount of Value Addition (from Col.7) Rs. _____
- B. Total Ex-factory Price of Indigenous Goods (from Col.5) Rs. _____
- C. Total DDP Price of Imported supply items Eqv. _____ Rs.
- D. Total Price of supply items [B+C] Eqv. _____ Rs.
- E. % of value addition = [(A/D) x 100] _____ %
- F. domestic Preference – (15, 20 or 25)% of B Rs. _____

The details of following items to be provided with the Technical proposal with quantity & specifications:

Major Equipment installed in:

- 1) Wheel House/ Navigational Bridge.
- 2) Accommodation.
- 3) Main Deck
- 4) Fenders.
- 5) Airplane tyres (Used)
- 6) Engine Room all Machinery/Equipment
- 7) Steering Compartment.
- 8) ASD system / Propulsion.
- 9) Under water Hull area.
- 10) Deck Bulwark, Hull Accommodation Plating.

Inspection Schedule for New Construction

Description	Detail	Remarks
1 st	Visit Building Yard for Keel laying ceremony.	All Boarding & Lodging is responsibility of the Supplier.
2 nd	To inspect the construction of Tugs at site & to check the Drawings.	All Boarding & Lodging is responsibility of the Supplier.
3 rd	Hull & Deck to be inspected & monitor the installation of machinery.	All Boarding & Lodging is responsibility of the Supplier.
4 th	Complete Inspection of engine & deck Machinery and Propulsion System.	All Boarding & Lodging is responsibility of the Supplier.
5 th	Final test & trial of all Machineries/Equipment, including HAT's & SAT's.	All Boarding & Lodging is responsibility of the Supplier.

Form of Bid Security (Bank Guarantee)

 (Bank's Name and Address of Issuing Branch of Office)

Beneficiary: _____ [Name and Address of PQA]

Date: _____

BID GUARANTEE No: _____

We have been informed that [name of the Bidder] [hereinafter called "the Bidder"] has submitted to you us bid dated (hereinafter called "the Bid") for the execution of [name of contract] under invitation for Bid No. [IFB number] ['the IFB'].

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we (name of Bank) hereby irrevocably to pay you any sum or sums not exceeding in total an amount of [amount in figures] [amount in words] upon receipt by us of your first demand in writing accompanied by written statement stating that the Bidder is in breach of its obligation (s) under the bid conditions, because the Bidder.

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder I the Form of Bid: or
- (b) Does not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter "the ITB") of the IFB; or
- (c) Having been notified of the acceptance of its Bid by PQA during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder, or (ii) twenty eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

(Signature(s))