



PORT QASIM AUTHORITY

NOTICE INVITING TENDER

NOTICE INVITING TENDER FOR MANNING, OPERATION & 1ST LINE MAINTENANCE OF FIVE (05) CRAFT

1. Port Qasim Authority (PQA) invites offer from experienced and financially sound firms to provide manning and operate with 1st line maintenance, the sea-going five (05) Craft (one Tug, two Pilot Boats and two Surveillance Boats) to provide efficient and reliable shipping services at Port Qasim.
2. The Contract shall be initially awarded for a period of 02 years extendable for further one (01) year on mutual consent.
3. The PQA Craft are fitted with latest state of art equipment and machinery (electronic controlled), and the Contractor will provide the services as per standard marine practice, requirements of Tender documents through their own financial and human resources during the Contractual period. Accordingly, reliable operational status of Craft to be maintained in similar lines to international class of seaworthiness throughout the contract period. Port Qasim will reimburse remuneration for the same on monthly basis. On termination of the Contract, the craft are to be handed over, back to PQA in reliable status as per terms and conditions of Tender document.
4. Interested firms having license from D.G. (Ports & Shipping) and possessing relevant experience in the subject field, may apply for and collect the Tender Document on payment of Rs. 1,000/- (non-refundable) in the form of Pay Order, issued from private sector Commercial Bank, in favour of "Port Qasim Authority", during normal working hours from the office of Director (Operation Maintenance) of PQA.
5. Tender submitted is to be accompanied with Earnest Money in separate envelope in the form of Pay Order/Bank Guarantee amounting Rs.3,000,000/- (Rupees Three million only) (refundable) issued by a private sector Commercial Bank (scheduled AA rating, located at Karachi) in favour of "Port Qasim Authority". Tenders without earnest money will be rejected and returned unopened.
6. Sealed tender package containing two separate sealed envelopes, one containing "Technical Proposal" and the other containing "Financial Proposal" along with Earnest money in separate envelope which should reach the office of Director (Operation Maintenance) PQA, Bin Qasim Karachi 75020 latest by 1200 hrs on 03-06-2019. The Technical proposals only will be opened at 1230 hrs on same date in the Conference Room, Chairman Secretariat, PQA. The financial bids of technically qualified firms (in accordance with Evaluation Criteria of tender) will be opened on date & time to be intimated later to technically qualified bidders.
7. The financial bids of technically non-qualified bidders will not be opened and returned sealed alongwith Bid Security after signing of the contract agreement with the successful bidder.
8. Port Qasim Authority 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 shall be final and binding on all the firms.

TIPU SULTAN SHAIKH
SECRETARY

PQA Website - www.pqa.gov.pk
E Mail - secretary@pqa.gov.pk
PPRA website - www.ppra.gov.pk

**GOVERNMENT OF PAKISTAN
MINISTRY OF MARITIME AFFAIRS**

**PORT QASIM AUTHORITY
KARACHI**



**TENDER FOR MANNING, OPERATION
&
1st LINE MAINTENANCE OF
CRAFT
(1 TUG, 2 PILOT BOATS & 2
SURVEILLANCE BOATS)**

MAY, 2019

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PART-1

THE TENDER

2. DOCUMENTS TO BE SUBMITTED

The Tender must contain the details as indicated in “Form of Tender” supported by required documents. It should include following details:

- a. The General information about the firm, name, address of the firm with fax and telephone numbers and proof of registration of the firm, year of inception and nature of firm, whether a joint venture, private, public limited.
- b. Past experience for providing such services giving details, indicating name of clients served, nature of work attended during the last 5 years with yearly break-up of turnover.
- c. Current Contract/s in hand.
- d. Personnel details
- e. Income tax and sales tax registration certificates.
- f. Financial stability certificate from the Bank along with audited financial statement for the last three years.
- g. Registration with other Ports or reputable organizations of shipping field.
- h. Details of litigation if any with the clients.
- i. Relevant Certificate of DG(P&S) / G.o.P. to provide relevant services in Marine field.
- j. Integrity Pact.
- k. Photocopies of particulars / valid certificates (attached with Tech Proposals) of afloat staff of Tug Pilot Boats & Surveillance boats should be provided as per Annex G, J & L especially Chief Engineers / 2nd Class Engineer, Electronic/Electrical Engineer (experience on Automation Craft).
- l. Stamped Tender document issue by Port Qasim duly counter stamped and signed by the firm on each page. Bid accompanied with tender document issued by Port Qasim will only be considered for evaluation.

FORM OF TENDER

3.

The Secretary
Port Qasim Authority,
Bin Qasim
Karachi

**TENDER FOR MANNING, OPERATION & 1st LINE MAINTENANCE
OF PQA CRAFT**

1. Having made ourselves fully acquainted with the requirements of PQA as detailed in the Tender Documents i.e. Invitation and Instructions to Tenderers, Documents to be submitted, General and Special Conditions of Contract, Technical details, Bill of Quantities (Financial offer), we the undersigned offer our Tender in conformity with the said Tender documents for Manning, Operation and 1st line Maintenance of Five Craft i.e. 01 tug, 02 Pilot boats and 02 Surveillance boats and our prices are quoted in Financial Offer.

Name of Tenderer : _____

Authorized Signature : _____

Address : _____

Telephone : _____

Fax : _____

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

- | | | | |
|--|------------|---|---|
| 1. General Information | - Annexure | - | A |
| 2. Experience of the Firm | - Annexure | - | B |
| 3. Financial Data | - Annexure | - | C |
| 4. List of all on-going Contract | - Annexure | - | D |
| 5. Staff Personnel Details | - Annexure | - | E |
| 6. Integrity Pact | -Annexure | - | M |
| 7. Constitution of the firm / Company with Copy of Memorandum and Articles of Association / Partnership Deed / Certificate of Registration | | | |
| 8. Details of litigation, if any | | | |
| 9. Firm/Company Board Resolution authorizing individual/s to sign on their behalf | | | |

3. **FINANCIAL OFFER**

The rates which we have given in the Financial Offer and all information/data attached to our Tender are complete and without any concealed technical and / or financial reservations or implication. These have been duly checked and are correct in every respect. These rates are fixed inclusive of all taxes and unchangeable throughout the currency of the Contract. Financial offer is submitted in separate sealed envelope clearly marked.

4. **CONTRACT AGREEMENT / WORK COMMENCEMENT**

We undertake that if our Tender is accepted we would enter into Contract Agreement with Port Qasim Authority within 07 days from the receipt of Letter of Intent and to commence contractual works within 12 days from the date of signing of Agreement.

5. **EARNEST MONEY**

As required, we enclose Earnest Money in the form of Pay order / Bank Guarantee issued by a Private sector Commercial Bank (scheduled AA rating and located at Karachi) for amount equal to Rs. 3,000,000/- (refundable) issued in the name of Port Qasim Authority, the Earnest money is refundable.

6. **PERFORMANCE BOND**

We undertake that if our Tender is accepted we will furnish a Performance Bond of amount equal to 10% of the contract value issued by a Private sector Commercial Bank Karachi (scheduled AA rating and located at Karachi) in favour of Port Qasim Authority, as per format given in Tender documents for the due performance of the Contract, in accordance with the Special Conditions of Contract, on the date of signing of Contract.

7. **VALIDITY OF OFFER**

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

8. **ACCEPTANCE**

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

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

Authorized Signature : _____
Title _____

Authorized Signature : _____
Title _____

Witness : _____
Title : _____

In case of a Corporation]

Affix seal in the space opposite]

Signed and sealed at _____
On this _____ day of _____ 2019

PART - II

**INSTRUCTIONS TO
TENDERERS**

1. **Submission of Tender**

- a. Tenderers should examine the Tender documents carefully, inspect the Craft and should obtain at their own responsibility and expenses, any information that may be necessary for offering bid of Tender.
- b. The sealed tender package must be addressed to the Director (Ops Maint), PQA Karachi, placed in a cover and super scribed “ Tender for Manning, Operations and first line maintenance of five craft of PQA”.
- c. The sealed tender package must contain two separate sealed envelope, clearly marked, one containing “Technical Proposal” and other containing “Financial Proposal”. The envelope of Financial Proposal must contain the pay order/bank guarantee as Earnest Money, issued in the name of Port Qasim Authority.
- d. The offered Tender must reach the office of Director (Ops Maint) upto 1200 hrs on 03-06-2019. The Technical Proposals only will be opened at 1230 hours on the same date in the Conference Room of DG (Ops.) PQA in the presence of Bidders Representatives.
- e. The “Financial Proposal” of firms found technically qualified (in accordance with Evaluation Criterion) will be opened in presence of their representatives on date and time to be intimated later.
- f. Incomplete and conditional tenders shall be rejected at the sole discretion of PQA.

2. **Earnest Money**

- a. The tenderers are required to deposit Rs. 3,000,000/- as Earnest Money (refundable) in a separate envelope (with Financial Proposal) in the form of a pay order or Bank Guarantee issued by Private sector Commercial Bank (scheduled AA rating and located at Karachi) in favour of Port Qasim Authority. Any Tender Bid not accompanied by Earnest Money will be rejected and returned.
- b. Earnest Money of all the unsuccessful tenderers will be returned after the tenders have been finally decided and Contract signed by PQA with successive Bidder.
- c. Earnest Money of all the successful tenderer shall be retained until such time that Performance Bond under para-5 of the “ Special Condition of Contract” has been duly submitted.
- d. Should any tenderer withdraws his tender after opening of the tender or in case he backs out after acceptance of his tender, his “Earnest Money” shall be forfeited.

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

- a. Tenderers are to exercise greatest care in entering their Quotation in the Financial Offer (Bill of Quantity). No request for corrections of any mistakes or for revision of quotations shall be entertained after tenders have been received.
- b. Tenderers are required to quote daily, monthly charges in the bill of quantity for the manning, operation and 1st line maintenance to be carried out on each of the Craft
- c. The quotation must be filled in figures as well as in words and should there be any difference between the two the tender would be considered in words only.
- d. The breakup of the quoted rates for the required services must be given for each new craft, covering the cost of
 1. Crew Wages
 2. Overhead & Service Charges
 3. Consumable Stores / Supplies (in lieu of 1st line Maintenance.
 4. Insurance of craft
 5. Total
- e) Any erasure or over writing by the tenderer will render the tender liable to rejection. Corrections, if any must be made by striking out the errors and entering and signing in full the corrections in ink by the same person who has signed the tender and stamped.

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

All tenders submitted must be signed only by a partner or other person duly authorized to do so on their behalf and should bear seal / stamp of the firm / company. Each page of the tender document must bear the company seal. Certificate by owner or board of the company authorizing person / personnel to enter in to contract with Port Qasim Authority.

5. **Acceptance or rejection of the tender**

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

6. **Performance Bond**

- a. The successful tenderer shall submit a Performance Bond of amount equal to 10% of the contract value in favour of Port Qasim Authority as surety for the proper and conscientious execution of the contract, on the date of signing of Agreement in the form of a Bank Guarantee issued by a Private sector Commercial Bank (scheduled AA rating and located at Karachi) on PQA's prescribed proforma in Tender document as per para-5 of Special Conditions of Contract.
- b. The Performance Bond will be held until the satisfactory completion of the contract and will be forfeited at the discretion of PQA in case of failure to fulfill all or any of the conditions of the contract irrespective of and without prejudice to any other remedy for such failure which PQA may seek under the terms and conditions of the contract.

7. **Execution of agreement**

- a. The successful tenderer shall be required to enter into an agreement with PQA within 07 days from the receipt of Letter of Intent and to commence Contractual works within 12 days from date of signing Contract.
- b. In the event of the successful tenderer failing to enter into any Agreement with Port Qasim Authority within the specified period, PQA shall without prejudice to its right to forfeit the earnest money, and will be at liberty to re-invite tender at the risk, cost and consequences of the successful tenderer.

8. **Fraud and Corruption**

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

- (a) Defines, for the purposes of this provision, the terms set forth below:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution: and
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process of the execution of a contract:
 - (iii) "Collusive practices" means a scheme of arrangement between two or more consultants with or without the knowledge of PQA, designed to establish prices at artificial, noncompetitive levels and to deprive PQA of the benefits of free and open competition:

- (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution.
- (b) Will reject a proposal for award if it determines that the contractor recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question:
- (c) will sanction a contractor, including declaring the contractor ineligible, either indefinitely or for a stated period of time, to be awarded a PQA contract if it at any time determines that the contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices.

9. **Integrity Pact**

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

10. **Validity of offer**

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

SIGNATURE OF TENDERER _____

NAME OF THE TENDERER _____

PART - III

GENERAL CONDITIONS OF CONTRACT

PART III – GENERAL CONDITIONS

Definitions and interpretation

Definitions

- 1.1** In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.
- (a) (1) “Employer” means the person named as such in part II of these Conditions and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person. In this case, Employer is Port Qasim Authority.
- (b)
- (ii) “Contractor” means the person whose tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of Employer) any assignee of such person.
- (iii) “Subcontractor” means any person named in the Contractor as a Subcontractor for a part of the Works or any person to whom a part of the works has been subcontracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
- (iv) “Engineer” means the person appointed by the “Employer to act as Engineer for the purposes of the Contract and named as such in Part II of these Conditions
- (v) “Engineer’s Representative” means a person appointed from time to time by the Engineer under Sub-Clause 2.2
- (b) (i) “Contract” means these Conditions (Part 1 and II), the Specification, the Drawings, the bill of quantities, the tender, the letter of Acceptance, the Contract Agreement of (if completed) and such further documents as may be expressly incorporated in the letter of acceptance or contractor agreement (if completed).
- (ii) “Specification” means the specification of the Works included in the Contract and any modification thereof or addition thereto made under clause 51 or submitted by the contractor and approved by the Engineer
- (iii) “Drawings” means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer
- (iv) “Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender.
- (v) “Tender” means the Contractor’s priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

- (vi) "Letter of Intent" means the formal intention by the Employer of the Tender for signing Contract.
- (vii) "Contract" Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.1.
- (viii) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions
- (c) (I) "commencement Date" means the date upon which the Contractor receives the notice to commence issued by the Engineer pursuant to Clause 41.
- (ii) "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the works or any section or part thereof as stated in the Contract (or as extended under Clause 44) calculated from the Commencement Date.
- (d) (i) "Test on Completion" means the test specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works of any Section or part thereof are taken over by the Employer.
- (ii) "Taking –Over Certificate" means a certificate issued pursuant to Clause 48.
- (i) "Contract Price" means the such stated in the letter of Acceptance inclusive of all taxes as prevailing law in Pakistan payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
- (ii) "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 60.2 (a)
- (iii) "Interim Payment Certificate" means any certificate of payment issued by the Engineer other than the Final Payment Certificate.
- (iv) "Final payment Certificate" means the certificate of payment issued by the Engineer pursuant to Sub-Clause 60.8
- (f) (i) "Works" means the permanent Works and the Temporary works of either of them as appropriate.
- (ii) "Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract
- (iii) "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein. .
- (iv) "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent work.
- (v) "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary works) required for the section and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the permanent works.
- (vi) "Section" means a part of the works specifically identified in the Contract as a Section.
- (vii) "Site" means the space provided by the Employer where the works are to be executed and any other places as may be specifically designated in the Contract as forming part of the site.

- (g) (i) "Cost" means and expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- (ii) "day" means calendar day.
- (iii) "foreign currency" means a currency of a country than plan that in which the works are to be located.
- (iv) "Writing" means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

Note : For additional details refer to FIDIC rules.

PART - IV

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS

1. DEFINITIONS

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

- a) **Employer** means Port Qasim Authority (PQA) who will employ the Contractor.
Port Qasim Authority
Bin Qasim
Karachi-7520, Pakistan
Tel No. 9272111-30
Telex No. 22633 QASIM PK
Telefax 092-21-4730108
- b) The Employer is **Port Qasim Authority** and the Employer's representative is **Secretary, Port Qasim Authority.**
- c) **Contractor** means the person/persons or firm or company whose Tender has been accepted by the P.Q.A., and includes the Contractor's authorized personal representatives, successors and permitted assignees.
- d) **Works** mean the work for Manning, Operation & 1st line maintenance of PQA's five (05) craft on daily cost basis i.e. M.T.Sachal, P.B.Kalri P.B.Keenjher, S.B.Sohni & S.B.Makli.
- e) The required work is to be carried out as directed by the Harbour Master or his authorized officer/representative for the tuggage, pilotage, surveillance or any other assigned duties as the case may be pertaining to the requirement of PQA according to the terms of the contract throughout the currency of contract.
- f) **Engineer** means the Director (Ops Maint), Port Qasim Authority or any other person duly appointed by the PQA.
- g) **Engineers Representatives**
The Engineer will appoint an Engineer's representative to assist the fulfillment and carrying out the Engineers duties and responsibilities under the contract.
- h) **Craft Operations** mean the work being executed in accordance with the contract and shall include its satisfactory performances as mentioned therein. This includes but not limited to the operation of Craft for tuggage, pilotage, surveillance or any other assignment, to be conducted as per standard shipboard practice. .
- i) **Harbour Master:** means the officer appointed by the PQA to perform the duties of Harbour master and includes his deputies and assistance in so far as they may be authorized to act on his behalf

- j) **Letter of Intent** means the formal letter of intent issued by the Employer (PQA) to the bidder informing him of acceptance of his tender.
- k) **'Contract'** means the Contractual Agreement between Employer (PQA) and the contractor for the execution of the works and includes the following documents.
 - 1. The Letter of Intent.
 - 2. The Agreement of Contract
 - 3. Comprehensive Tender Document
 - 4. The Financial Offer (Bill of Quantities)
 - 5. Performance Bond
 - 6. Such further documents as may be expressly incorporated in the letter of intent or agreement of contract.
 - 7. Integrity Pact.
- l) **'Price of the contract'** means the price inclusive of all taxes as per prevailing laws of Pakistan of the accepted tender 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.
- m) **'Act'** means the physical action of Craft to meet the requirements of Port Qasim Authority as per instructions of Harbour Master as detailed in the contract document.
- n) **'Approved'** means approved in writing including written confirmation of previous verbal order.
- o) **'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.
- p) **1st line maintenance** means daily, weekly, monthly and general maintenance of machinery, equipment and Craft and includes, but not limited to cleaning and / or renewal of all types of filters, strainers, rectification of any day to day defects. Same to be attended in line with clause 4L of Special Conditions of Contract.

2. **Inspections of Craft**

- a. The craft offered for Contractual services will be 1 tug, 2 pilot boats and 2 GRP Surveillance Boats
- b. The joint inspection of the Craft, prior to the handing over/taking over of the respective craft will be arranged on any convenient date.
- c. The Craft will be kept properly manned and in reliable operational condition through proper maintenance on round the clock basis for the required services of PQA and shall be deployed as per instruction of Harbour Master or any other officer authorized by him.
- d. The Contractor will be provided suitable space at Port Qasim premises for establishing his base office and backup support to facilitate proper execution of the contract. The space provided will be charged as per PQA prevailing rates, similarly the facilities of telephone, electricity and water connection to be provided for which charges will be levied on actuals as per the Employer's prevailing rates separately. In case the meter is not installed/or not working the highest of last three months bill is to be charged.

3. **Mode of payments**

All payments shall be made in Pakistani Rupees only.

4. **Terms of Manning, Operations & 1st Line Maintenance:**

- a. The successful tenderer shall make necessary arrangement to Man, Operate and maintain the Craft of PQA (as per requirement of conditions of Contract) within 3 weeks after signing of contract agreement and Craft to commence operations as per instruction of the Harbour Master of PQA.
- b. Daily rate of manning and operation of five Craft of PQA is also to cover the cost of 1st line maintenance of each craft as well as other costs as referred to under the para 3.d of Instruction to Tenderer.
- c. The Craft are required to be manned and maintained in perfect operational conditions and should be surveyed with MMD/Lloyds classification society throughout the currency of the contract.
- d. Adequate safety measures to be maintained on board the Craft not only for the safety of the Craft, staff deputed on respective Craft and all the personal safety gears of the crew to be provided by the Contractor.
- e. The contract shall be for an initial period of **two (02) years** extendable for further one (01) year.
- f. The Contractor will be responsible for maintaining its own cleaning and safety gear for efficient and safe operation and maintenance of the respective craft placed under his custody.
- g. The major consumable items essentially required for the efficient operation of the respective Craft such as Fuel, lubricants including grease, fresh water and Spares, Paints etc. is to be arranged by the Employer. The requirement of these items however, is to be assessed by the Engineer or his authorized officer in consultation with representative of the Contractor, based on the anticipated requirement/consumption.
- h. All charges and expenditures of these Craft on account of manning, transportation, Medical, overtime and 1st line maintenance etc. for its efficient operations will be borne by the Contractor.
- i. All the general tools required to carry out routine first line maintenance will be provided by the Contractor (all special tools of machinery will be provided by PQA).
- j. Contractor is to provide the list of consumable items to cater for Clause-4L, and their cost to cover the cost as provided in the B.O.Q form.
- k. In case of planned laid up / non ops of the craft for more than 30 days, the manning will be reduced to half strength 7 days notice shall be served by PQA to contractor prior to re-commission of the craft so as to provide full strength of manning payment will be adjusted, accordingly.
- l. **1st line maintenance** pertains to daily, weekly, monthly and general maintenance of machinery, equipment and Craft. It includes but not limited to cleaning and/or renewal of all types of filters, strainers, rectifications of any day to day defects, & to provide engineering solution of any defects. General cleaning and maintenance of Engine room, Deck spaces, Accommodation, Wheel House etc. Consumable and essential items, to be purchased from local market (with approval of PQA Engineer) and essential backup parts to be retained on board for the unhindered operations and upkeep of the Craft. It includes Engines filters, strainers, packings, joints, galley hot plates elements, fuses, bulbs etc. and the consumable items of cleaning gear available in local market and quality of each item should be approved by Engineer / Representative (PQA). Safety system of M/E & Gen should be checked every fifteen days onboard alongwith PQA Chief Engineer & to be logged.

- m. It includes maintenance of daily, weekly, monthly routines of machinery and equipment, pertaining to Engine Room, Deck and Wheel House as and when falling due, meeting the normal shipboard practices (which do not require PQA Workshop assistance) as well as following the Makers/Employers instructions will be the responsibility of the Contractor as decided by the PQA's Engineer / Representative.
- n. To supervise any second Line Maintenance and repairs being carried out on board by Employer workshop are satisfactory (by relevant tests, trials) and will report to Chief Engineer, PQA.
- o. All the major activities and the routines carried out onboard the craft are to be recorded daily in the log books, Maintenance Register, prescribed forms of the respective Craft and to be regularly submitted to Chief Engineer PQA.
- p. Any transfer/posting on craft staff will be with the prior approval of PQA's Engineer or Engineer's Representative.
- q. Any new appointment of senior staff to be duly approved by the PQA Engineer or Engineer's Representative.
- r. In case PQA lays off / de-commissions / auction any of its own craft, then it reserves the right to employ its personnel on the craft being manned by the Contractor. In such an event the contractor will be bound to reduce his own staff proportionately or unman the craft and the hiring charges will be reduced accordingly.
- s. The Contractor will submit daily attendance of crew on all craft to Chief Engineer PQA. Wages of any absent will be deducted from the monthly bills, and appropriate action to be taken if non-availability of any Crew affects the seaworthiness status of Craft.
- t. Contractor Staff to ensure that insulation / Megger resistance of all electrical equipment motors, generators etc, at optimum level and ohms resistance to be recorded on weekly / monthly basis. Any defect to be reported, if it is not within the scope of Contractor Staff.
- u. Any new appointment of Harbour Master to be duly approved by the Harbour Master
- v. Any transfer / posting of Deck Crew will be with the approval of Harbour Master.
- w. Salary certificates to be submitted on monthly basis.
- x. All tools pertaining to electrical work by the contractor's certified ETO shall be provided by the Contractor. ETO is responsible for finding / rectification of the defect within Electrical / Electronic equipment.

5. **Performance Bond**

- a) The Contractor shall deposit a Performance Bond as surety for the proper and conscientious execution of the contract subject within (15) fifteen days from the date of signing of the contract in the form of a Bank Guarantee. The amount of the Bank Guarantee shall be 10% of the contract value. The performance bond shall be issued by Private Sector Commercial Bank (scheduled AA rating located at Karachi) in favour of Port Qasim Authority on approved proforma of Tender document.
- b) All costs incurred in respect of submission of tender and signing of contract and submission of Performance Bond shall be borne by the Contractor, and Employer will not bear any expenses in this regard whatsoever.
- c) The Performance bond will be released by PQA not later than 30 days following the date of completion of contract subject to issuance of satisfactory completion certificate by the Engineer. In case of submission of performance bond on annual basis, the Contractor shall submit the renewal of the performance bond two weeks before expiry of the performance bond previously submitted. Failing which PQA shall have right to encash the same.
- d) The performance bond is binding, irrespective of variations, changes or time extensions, which are granted or agreed upon. It should be submitted according to the form provided by PQA.

6. **Handing/taking over of craft**

- a) Prior to handing over any of the Craft for the required manning to facilitate its efficient operation, the Engineer or Engineer's Representative and the Contractor are to carry out a joint inspections/survey of the respective Craft. This joint inspection/survey will be referred to by the Employer for necessary verification, at the time of taking over the respective craft from the Contractor at the time of expiry/termination, as the case may be, of the contract.
- b) The Contractor is to ensure that all the equipment and machinery, as well as the fixtures and fittings as fitted on the respective Craft, handed over to him are well maintained and kept in operational condition through out the contractual period.
- c) The Contractor is liable to hand over the respective craft with all its machinery and equipment, at the time of expiry / termination of the contract, in operational condition, as had been the state at the time of taking over, in accordance to the joint inspection survey report. Any deficiency thereof, should not be on account of Contractor
- d) Similarly the Contractor will ensure that all the fixtures and fittings at the time of expiry/termination of the contract are in the same condition as has been the state at the time of taking over in accordance with the joint inspection/survey report. However normal wear and tear in all cases will be allowed depending upon the extent of the period of contract.
- e) In case any of the machinery or equipment is found non operational or damaged at the time of handing over of the Craft by the Contractor, the Employer will get the same repaired or replaced as deemed fit, & make it operational through its own resources and the cost of the same will be recovered from the outstanding dues of the Contractor.
- f) Similarly in case any fixtures or fittings of the respective Craft under the custody of the Contractor are found missing or damaged at the time of handing over of the Craft by the Contractor, the Employer will get the same replaced or repaired as deemed fit to make it functional through its own resources and the cost of the same will be recovered from the outstanding dues of the Contractor.

Fitness of Craft

- a) The Contractor should satisfy the Engineer or Engineer's Representative by him in respect of fitness of the Craft for surveys of MMD as and when required. Class and MMD surveys are responsibility of contractor and same to be successfully executed through contractor own budgetary expenses.
- b) Monthly inspection is to be carried out by the Engineer, or Engineer's Representative to verify that the general upkeep and maintenance of the respective Craft under the custody of the Contractor is to the required standards.
- c.) 2nd line maintenance or any other work on respective craft, falling beyond the scope of Ship staff, requiring the workshop assistance will be the responsibility of the Employer. However information about any jobs requiring workshop assistance and which may render the subject craft non-operational must be passed on immediately so that the subject craft is duly attended well in time and made readily available to attend the required assignments. To diagnose the defect and to suggest the engineering solution will be responsibility of the craft engineer. If any defect occurs and is beyond scope of ship staff it will be first of all verified by the Contractor's rep. and then PQA Engineer or his rep., informed to get the job done through workshop assistance if required. All repairs by workshop or at drydock will be supervised by ship staff.
- d. Any due survey or failure to survey shall immediately be corresponded to Engineer PQA.

8. **Local Taxation.**

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

9. **Insurance of the Craft**

- a) The Contractor shall, without his or PQA's obligations and responsibilities, shall ensure the Craft, under his custody, in the joint name of the Contractor and the PQA for any damage to the Craft as and when sustained including negligence of the Crew.
- b) The Craft in the custody of the Contractor, with all its equipments, fixtures and fittings, for its full replacement cost. An additional sum of 15 percent of such replacement cost to cover any additional costs and incidental to the rectification of loss or damage including professional fees and removing any part of the Craft and of removing salvage of whatsoever nature.
- c) Any breakdown occur on any of the five (05) Craft manned by the Contractor will be settled with Insurance Firm within 20 to 30 days by the Contractor without involving PQA representative. All the documents required from PQA by Insurance Surveyor for damage claim will be asked in writing only once at the time of breakdown as later on no documents will be provided by PQA.
- d) With reference to operations of Surveillance Craft in PQA shipping Channel the Contractor has to ensure that any acts of thefts or pilferage are prevented and that any buoy fixtures, fittings etc, are not found stolen or missing. Any such occurrence is to be reported immediately to PQA and replacement of same to be arranged by Contractor, as per requirement of Harbour Master.

10. **Damage to Persons and Property**

- a) The Contractor shall indemnify the PQA by his own means / insurance against all losses and claims in respect of death or injury to any person or loss of or damage to any property, which may arise out of or in consequence of the execution of the Craft Operation and against all claim, proceedings, damages, cost, charge and expenses whatsoever in respect thereof or in relation thereto.
- b) The extent of such damages to PQA's property and amount of such claims as raised by PQA against the Contractor shall be finalized and adjusted against any amount of money due or which becomes due to the Contractor, and in relevant case may lead to encashment of Performance Bond.

11. **Third Party insurance:**

The Contractor shall, without limiting his obligations and responsibilities, ensure in the joint names of the contractor and the PQA, against liabilities for death of or injury to any person including any employee of the PQA or loss of or damage to any Craft and property including that of the PQA's other Craft arising out of the performance of the Craft Operation.

12. **Requirement of Insurance:**

- a) The Contractor shall cover all risks incurring to him within this contract from any reputable Insurance Company as approved by PQA as such as NICL, PIC, EFU, Adamjee and or any other reputable Marine insurance company.
- b) The insurance requirement will be effective from the date of commencement of Contract. The Contractor will intimate the effectiveness of policy, which shall effect insurance for which he is responsible with insurers and in terms approved by the PQA.

13. **Giving of Notices & Payment of Fees, Taxes & duties.**

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

14. **Certificates and Payments**

- a) In response to the Contractor's request, PQA will make an advance payment of one-month rental against the Craft after signing of the Contract against Bank Guarantee, issued by AA rating Bank. Advance payment following the terms will be recovered on monthly basis @ 15% of billed amount for the craft operation and maintenance till the recovery of full amount.
- b) The Contractor will submit bills for the manning/operation /maintenance charges of the Craft on monthly basis which are to be verified by the Engineer confirming that the performance of the Contractor has been satisfactory, meeting the required availability of Craft and standards of MMD as required under the terms of the Contract.
- c) The Employer will make the payment within 45 days from the date of the submission, verification and certification of bills approved by Engineer's Representative and the Engineer.

15. **Anchorage/berthing facilities:**

The Craft will normally be stationed at a place in Port Qasim water to be decided by Harbuor Master. No dues / charges in respect of anchoring/mooring/berthing will be levied against the Craft by PQA when these Craft occupy an anchorage, mooring or berth in the port during the currency of the contract.

16. **Readiness of Craft**

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

17. **Liquidated damages:**

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

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

18. **Hindrance in safe navigation**

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

19. **Termination of the Contract**

- a) That in case either of the parties, i.e PQA or the Contractor is not satisfied with the performance of other party, then in such circumstances the party aggrieved shall serve a notice to the other party describing the cause for such dissatisfaction and calling upon them to improve its services / working within a period of 7 days.
- b) That if such defaulting party, upon whom 7 days notice has been served, fails to improve its working / services, then the party aggrieved shall be entitled to terminate that contract by giving 30 days notice in writing. During this period there will be no suspension of work by either party.
- c) In case of termination notice given by the Contractor, the Contractor will keep delivering the services till alternate arrangements are made by PQA.
- e) In case Employer terminates or cancels the contract for any reason, handing over of craft will take place as referred to under para 6 of Special Conditions of Contract including Insurance Policy.
- e) In case Employer terminates or cancels the contract it shall be at liberty to award the contract to another Contractor without any liability toward the Contractor.
- f) In case Employer terminates or cancels the contract due to unsatisfactory performance and or any negligence of the Contractor in completion of the contract, the Contractor shall indemnify PQA for any loss suffered by PQA by awarding the Contract to any other Contractor.

20. **Withdrawal of Manning & Operation**

In case, if any craft is laid-up or auctioned or declared BER / Scrapped during Contract period then manning & operation of such craft will be withdrawal and monthly bill of the Contract will be reduced, accordingly.

TO BE SUBMITTED SEPERATELY
IN SEALED ENVELOPE

PART - V

FINANCIAL OFFER

BILL OF QUANTITY FOR MANNING, OPERATION AND 1ST LINE MAINTENANCE

OF TUG – 1ST AND 2ND YEAR

S.No.	PAY ITEM	UNIT DAY	DAILY RATE (Rs.)	MONTH RATE (Rs.)	AMOUNT Rs.
1.	Providing manpower, duly qualified to meet the requirement of MMD for safe operation & to maintain the tug according to MMD/Lloyds standards by attending 1 st line maintenance of fitted equipment machinery accommodation and other spaces, and to keep the tugs in shipshape condition to facilitate tugging and any other assignment as directed and decided by PQA Harbour Master.				
		Per watch			
	A. Master 1 st Class Inland/Coastal Age should not more than 55 years	01	- do -		
	B. Succani Age should not more than 55 years	01	- do -		
	C. Chief Engineer, valid COC 1st class certificate age should not be more than 55 years	01	- do -		
	D. Electrical Engineer Certified ETO for electronic controlled Craft served on Automation UMS class craft. Age should not be more than 55 years	01	- do -		
	E. Oiler/AB's with Port Experience on Tugs or Floating Vessel Age should not be more than 55 years	06	- do -		
2	Overhead and service charges.				
3	Monthly charges for provision of Consumable Stores & Supplies for 1 st line maintenance of each Tug.				
4	Insurance				
5	Total				

1 Mobilization advance against Bank guarantee

NOTE

- Bills are to be raised on monthly basis.
- Payment is to be made in Pak rupees. Wages of absent Crew will be deducted.
- Period of contract three year.
- BOQ to be filled separately for each year.
- Shore based office management qualification should be COC 1st Class Engineer / Master Mariner.

Authorized Signature & Seal

BILL OF QUANTITY FOR MANNING, OPERATION AND 1st LINE MAINTENANCE

OF EACH PILOT BOAT– 1st / 2nd / 3rd YEAR

S. No.	PAY ITEM	UNIT DAY	Daily Rate (Rs)	Monthly Rate (Rs)	AMOUNT Rs.
1.	Providing manpower, duly qualified to meet the requirement of MMD for safe operation & to maintain the tug according to MMD/Lloyds standards by attending 1 st line maintenance of fitted equipment machinery accommodation and other spaces, and to keep the pilot boat in shipshape condition to facilitate pilotage and any other assignment as directed and decided by PQA Harbour Master.				
		Per watch			
	A. Master 1st class age should not more than 55 years	01	- do -		
	B. Marine Engineer (2 nd Engineer) Age should not be more than 55 years.	01	-do-		
	C. Oiler/AB's with Port Experience on Tugs or Merchant Vessel Age should not be more than 55 years	04	- do -		
2	Overhead and service charges.				
3.	Monthly charges for provision of Consumable Stores & Supplies for 1 st line maintenance of each Pilot Boat.				
4	Insurance				
5	Total				

1 Mobilization advance against Bank guarantee

NOTE

- a. Bills are to be raised on monthly basis.
- b. Payment is to be made in Pak rupees. Wages of absent Crew will be deducted.
- c. Period of contract three year.
- d. BOQ to be filled separately for each year

Authorized Signature & Seal

BILL OF QUANTITY FOR MANNING, OPERATION AND 1ST LINE MAINTENANCE
OF EACH SURVEILLANE BOAT- 1ST AND 2ND YEAR

S.No.	PAY ITEM	UNIT DAY	Daily Rate (Rs)	Monthly Rate (Rs)	AMOUNT Rs.
1.	Providing manpower, duly qualified to meet the requirement of MMD for safe operation & to maintain the Craft according to international standards by attending 1 st line maintenance of fitted equipment, machinery, accommodation and other spaces, and to comply with all Operations as directed and decided by PQA Harbour Master.				
		Per watch			
	A Master 2 nd class	01	- do -		
	B. Engine Driver 1 st class	01	- do -		
	C. GPs	02	- do -		
	D Security Guards	02	- do -		
2	Over head and service charges				
3	Monthly charges for provision of Consumable Stores & Supplies for 1 st line maintenance of each Surveillance Boat.				
4	Insurance				
5	Total				

1 Mobilization advance against Bank guarantee

NOTE

- a. Bills are to be raised on monthly basis.
- b. Payment is to be made in Pak rupees. Wages of absent Crew will be deducted.
- c. Period of contract three year.
- d. BOQ to be filled separately for each year

Authorized Signature & Seal

**SUMMARY / BREAK UP OF THE QUOTED RATES FOR MANNING OF FIVE
CRAFT ON MONTHLY BASIS**

1ST AND 2ND YEAR OF OPERATIONS

CRAFT	CREW WAGES (for Operations & 1st line Maintenance)	OVERHEAD & SERVICE CHARGES	CONSUMABLE STORES / SUPPLIES	INSURANCE	TOTAL
MT Sachal					
PB Kalri					
PB Keenjhar					
SB Sohni					
SB Makli					
Sub Total					

Chief Engineer (Shore base) for back-up / emergency	
Master Mariner (Shore base) for back-up / emergency	
GRAND TOTAL / PER MONTH	

Name of Insurance Company	
---------------------------	--

Note: break up of the quoted rates to be filled separately for each year

Authorized Signature & Seal

PART- VI

ANNEXURES

GENERAL INFORMATION

Company

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

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

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

2. Regional Office Address (if any)

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

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

3. Local Office Address (if any)

Address:.....

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

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

EXPERIENCE OF THE FIRM:

Main Lines of Business:

.....
.....

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

Attach copy of certificate and ownership.

FINANCIAL DATA

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

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

B.

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

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

2. Approx. Amount of credit line:

.....
.....

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

LIST OF ALL ONGOING CONTRACTS

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

PERSONNEL DETAILS

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

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

MAJOR SPECIFICATIONS OF TUG

Length X Beam X Draft	32 X 9 X 3.75 (Meters)
Hull type	STEEL
MAIN ENGINES	MTU Engines, Type 12V 4000x2, M60 Electronic Software controlled
BHP	1800 X 2
SCREW in KORT NOZZLES	TWIN
SPEED KNOTS	12 KNOTS
GENERATOR KW.	85 X 2
ACCOMMODATION	12

PARTICULARS OF AFLOAT STAFF OF TUG

<p>MANNING REQUIREMENT Each Craft per watch</p>	<ol style="list-style-type: none">1) Master 1st class Inland / Coastal with minimum 03 years experience of Tug handling in the same rank. Valid Certificate of Competency and STCW 2010 Certificates. Age should not be more than 55 year.2) Succani 3 years experience of Tug Boat in the same rank. Age should not be more than 55 years3) Chief Engineer valid COC 1st class certificate and STCW 2010 Certificates with minimum 03 years experience in the same rank. Age should not be more than 55 years.4) Electrical Engineer holding valid certificate of ETO and minimum 03 years ship experience with PLC Control engines as Electrical Engineer on UMS ships, and having relevant knowledge of Electronic Systems. Age should not be more than 55 years5) Oiler / AB's. holding certificate of watch keeping and minimum 1 year sea experience. Age should not be more than 55 years
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SPECIFICATION OF EACH PILOT BOAT**TOTAL (2 NOS)**

Length X Beam X Draft	20 X 5.50 X 1.50 (Meters)
Hull type	STEEL
MAIN ENGINES	MTU Engines, Type 12V 2000x2, M70 Electronic Software controlled
BHP	1000 X 2
SCREW	TWIN
SPEED KNOTS	18 KNOTS
GENERATOR KW.	25 X 2 KVA
ACCOMMODATION	CREW -6

PARTICULARS OF AFLOAT STAFF OF EACH PILOT BOAT - 02

<p>MANNING REQUIREMENT Each Craft per watch.</p>	<ol style="list-style-type: none">1) Master 1st class Inland / Coastal with minimum 03 years experience with twin screw pilot boat preferably UMS Craft having PLC Control and having knowledge with electronic systems. Valid COC and STCW 2010 certificates. Age should not be more than 55 years.2) Marine Engineer COC 2nd class, with minimum 03 years experience of UMS Class (PLC Control Engines) Ships with valid certificate under the STCW 2010 age should not be more than 55 years.3) Oiler / AB's. holding certificate of watch keeping and minimum 1 year sea experience. Age should not be more than 55 years.
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SPECIFICATION OF EACH GRP TWIN SCREW SURVEILLANCE BOAT
TOTAL (2 NOS)

Length X Beam X Draft	13 X 3 .709 X 1.042 (Meters)
Hull type	GRP
Engine make	Hyundai Engine H6D2T2
BHP	2 X 283
Screw	Twin
Speed knots	20 KNOTS
Accommodation	Crew – 5

PARTICULARS OF AFLOAT STAFF OF EACH SURVEILLANCE BOAT -02

<p>Manning requirement Each craft per watch.</p>	<ol style="list-style-type: none"> 1) Master 2nd class with adequate experience on twin screw fast boats preferably having knowledge of electronic devices.. Age should not be more than 55 years 2) Driver 1st class with adequate experience on fast boats having knowledge of electronic devices . Age should not be more than 55 years 3) G P. Crew 2 Persons 4) Security Guards with ammunitions 02 Nos.
--	--

NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE
INTEGRITY PACT

_____ hereby declares that it has not obtained or induced the
(the Seller/Supplier)
procurement 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 entry owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing _____ represents and
(the Seller/Supplier)
warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to
any one and not given or agreed to give and shall not give or agreed to give to anyone
without or out side Pakistan either directly or indirectly through any natural or juridical
person, including its affiliate, agent, associate, broker, consultant, director, promoter,
shareholder, sponsor or subsidiary, any commission, gratification bribe finder's fee or
kickback, whether described as consultation fee or otherwise, with the object of obtaining
or including the procurement of a contract, right, interest, privilege or other obligation or
benefits in whatsoever form GoP, except that which has been expressly declared pursuant
hereto.

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

_____ accepts full responsibility and strict liability for making any false
(the Seller/Supplier)
declaration, not making full disclosure, misrepresenting facts or taking any action likely to
defeat the purpose of this declaration, representation and warranty. It agrees that nay
contract, right , interest, privilege or other obligation or benefit obtained or procured as
aforesaid shall, without prejudice to any other right and remedies available to GoP under
any law, contract or other instrument, be void able at the option of GoP.

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

CONTRACT AGREEMENT

**CONTRACT FOR MANNING, OPERATIONS & FIRST LINE MAINTENANCE
OF FIVE CRAFT OF PQA**

This agreement is made at Karachi on _____ day of the month of _____ 2014 between Port Qasim Authority incorporated and established under Port Qasim Authority Act of 1973, hereinafter referred to as the ‘EMPLOYER’ (which expression where the context so requires or deems shall include its successors in interest and assign) of the ONE PART.

AND

M/s. _____ herein referred to as the contractor (which expression where the context so requires or deems shall include its successors in interest) of the other part

1. Whereas the Employer is desirous to award certain works namely manning, operations & 1st line maintenance of five craft of one Tug, two Pilot Boats and two Surveillance Boats hereinafter referred to as “the Works” for a period of two years and has accepted the proposal of the Contractor.
2. WHEREAS the Contractor being authorized and qualified Contractor dealing with the said works to undertake in consideration of the agreed daily rates as quoted for respective new craft which is as under:-
 - i) 01 Tug
 - ii) 02 Pilot Boats
 - iii) 02 Surveillance Boats
3. The Contractor shall perform the works as defined in and in accordance with the Financial Offer (Bill of Quantity) Provision of Letter of Intent (LOI) titled “Contract for Manning of Five craft”
4. The Contract documents shall consists of the following documents, which be deemed to form and be read and construed as part of this contract agreement.
 - a) Contract agreement signed on _____
 - b) PQA advertisement dated _____
 - c) Tender documents _____.
 - d) Letter of intent (LOI)_____.
 - e) Letter of acceptance of contractor _____
 - f) Performance Bond _____
 - g) Insurance documents of craft _____
 - h) Insurance documents for security of channel _____
 - j) Financial offer (Bill of Quantities) _____
 - k) If at any time in future PQA decides to man the craft through its own manpower during the currency of this contract, then it reserves the right to terminate the existing contract giving sufficient notice as per Clause-19 of Special Condition of Contract, PART IV(Termination of Contract)

5. The work under this contract agreement will be started by the Contractor with immediate effect as per schedule set forth in order to commence and will be completed within the stipulated time as given in the said order.
6. That the above-mentioned documents contain the entire contract between the parties here to and shall not be modified in any manner except by instruction in writing signed by respective parties.
7. That in consideration of the payments to be made by Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer execute the works in conformity and in all respects with the provisions of the contract.
8. That the Employer hereby covenants to pay to the Contractor in consideration of the execution and completion of the works as per provision of the contract, the contract sum and other sums as may become payable under the provisions of the contract at that time and manner prescribed by the contract.
10. IN WITNESS whereof, the parties hereto set their respective hands and seals the day and years first above written.

EMPLOYER

CONTRACTOR

SIGNATURE

SIGNATURE

DESIGNATION

DESIGNATION

COMMON SEAL

COMMON SEAL

WITNESS

WITNESS

NAME

NAME

DESIGNATION

DESIGNATION

(Non – judicial stamp paper of appropriate value)

PERFORMANCE BOND

BY THIS BOND WE _____ (hereinafter called the Surety Bank)

whose registered office is at _____ on behalf M/s-----

are held firmly bound into the PORT QASIM AUTHORITY (hereinafter called “the Employer”) in the sum of Rupees----- for the payment of which sum the Surety bind themselves, their successors and assigns jointly and severally by these presents.

Sealed with our seal and dated this _____ day of _____ 2014.

WHEREAS, the Contractor and the Employer have entered into a Contract (hereinafter called “the contract”) for the Manning, Operations and 1st Line Maintenance of five craft, MT Sachal, PL Kalri, PL Keenjhar, SL Sohni, and SL Makli craft of the Employer and completion of the same in conformity with provision of the contract

And on our representation that, we as Surety will give this performance bond and the sum mentioned in the above written bond represents the surety deposit to be furnished by the contractor for the due fulfillment of the contract.

NOW THE CONDITION of the above-written Bond is such that if the contractor shall duly perform and observe all the terms, provision, conditions and stipulations for the Contract on the Contractors part to be performed as observed according to the true purport, intend and meaning thereof and accepted/acknowledged by Employer as having been duly performed or if in default by the Contractor of the which default the Employer shall be sole judge the surety shall pay, settle, satisfy and discharge the damages sustained by the Employer thereby up to the amount of the above-written Bond, then this obligation shall be null and void and but otherwise shall be valid and remain in full force and effect and surety shall pay to the employer on demand by Employer upto the amount of this Bond immediately without reference to the contractor or any one else raising the question whether there was default or not but no alteration in terms of contract made by the agreement between the employer and the contractor or in the extent or nature of the Works to be executed, completed and maintained thereunder and no allowance of time by the Employer under the contract nor any forbearance in or in respect of any employer shall in any way release the Surety from any liability under the above-written Bond.

The aforesaid Performance Bond is binding on us and is irrevocable.

SIGNED SEALED AND DELIVERED by the _____ (name of surety)
_____ and _____
_____ (address of the surety) _____ (name of the contractor of

Registered Office address of the contractor _____

Signature _____

Name _____

In the presence of _____

NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE
MOBILIZATION ADVANCE PAYMENT GUARANTEE

WHEREAS the PORT QASIM AUTHORITY [hereinafter called ‘the Employer’] have entered into a Contract with M/s.-----having its office [hereinafter called ‘the Contractor’] for the execution of the Manning of (05) five craft of PQA Contract.

WHEREAS the Employer has agreed to advance the contractor, at their request an amount of Rupees-----to be used for the mobilization the resources, procurement of equipment plant and things for the above-written works.

In consideration of the Employer making the payment we hereby guarantee that the Contractor M/s _____ shall use the payment for the above-written works, and if they fail or commit default of which Employer shall be the sole judge in fulfillment of any of their obligation for which the payment is made we shall be liable to the Employer for the payment of the amount in respect of which they have so failed not exceeding the aforementioned sums.

NOTICE in writing of any lapse or default on the part of the Contractor will be given by the Employer to us and on first demand for a sum up to the limit of the guarantee amount from the Employer, payment of the amount demanded shall be made without reference to the contractor and without question as to whether there was default or lapse and the Employers decisions in this behalf shall be final and binding on us and no dispute or question will be raised by us before the payment is made to Employer

This said advance payment is to be recovered if possible against the payments from the running bills of the Contractor in accordance with the provisions of the clauses of the conditions of the Contract. This guarantee shall remain in force until the payment for the running bills of he Contractor or until _____(state the completion date whichever is earlier.)

The aforesaid guarantee is binding on us and is irrevocable.

SIGNED, SEALED AND DELIVERED on the _____ day of _____ in the presence of:

1. **Contractor**
Signature _____ Witness _____
Name _____
2. **Surety**
Signature _____ Witness _____
Name _____