



## **NATIONAL DREDGING & MARINE SERVICES (PVT) LTD**

### **TIME CHARTER OF TRAILER SUCTION HOPPER DREDGER (TSHD)**

**PACKAGE A - Minimum Hopper Capacity  $\geq 13,500 \text{ m}^3$**

**Tender Reference No.: Tender 01 /NDMS-TSHD & Hiring of HSB/2025**

### **Open Competitive Bidding Single-Stage, Two-Envelope Procedure**

in accordance with the **Public Procurement Rules (PPRA) 2004**

**December 2025**

**Employer**

National Dredging & Marine Services (NDMS)

**BIDDING DOCUMENT**

**FOR**

**TIME CHARTER OF TRAILER SUCTION HOPPER DREDGERS (TSHD)**

**Package A:** Time Charter of Trailer Suction Hopper Dredger (TSHD), Minimum Hopper Capacity  $\geq 13,500 \text{ m}^3$

December 2025

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## TABLE OF ABBREVIATIONS

<b>Abbreviation / Symbol</b>	<b>Full Form / Meaning</b>
$\geq$	Greater than or equal to
$\leq$	Less than or equal to
ACS	Automatic Control System / Area Calculation System
AIS	Automatic Identification System
ARPA	Automatic Radar Plotting Aid
AUT	Automatic Ultrasonic Testing
BDS	Bid Data Sheet
BER	Bid Evaluation Report
BG	Bank Guarantee
BoQ	Bill of Quantities
CAD	Computer-Aided Design
CDR	Call Deposit Receipt
CP	Conditions Precedent
DEM	Digital Elevation Model
DOP / HDOP / VDOP	Dilution of Precision (Horizontal / Vertical)
DXF	Drawing Exchange Format
DWG	Drawing File Format (AutoCAD)
DWT	Deadweight Tonnage
ECDIS	Electronic Chart Display & Information System
EHS	Environment, Health & Safety
EoI	Expression of Interest
ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure
FE	Foreign Exchange
GA	General Arrangement
GIS	Geographic Information System
GNSS	Global Navigation Satellite System
GT / GRT	Gross Tonnage / Gross Registered Tonnage
H&M	Hull & Machinery (Insurance)
HOP	Hopper (TSHD)
HSE	Health, Safety & Environment
IACS	International Association of Classification Societies
IHO	International Hydrographic Organization
IFB	Invitation for Bids
IMO	International Maritime Organization
INS	Inertial Navigation System
ISPS	International Ship & Port Facility Security Code
ISM	International Safety Management Code
ITB	Instructions to Bidders

Abbreviation / Symbol	Full Form / Meaning
JV	Joint Venture
KPT	Karachi Port Trust
LOA	Letter of Acceptance
LOH	Loss of Hire (Insurance)
LS	Lump Sum
MAB	Most advantageous bid
MARPOL	Marine Pollution Convention
MBES	Multi-Beam Echo Sounder
MRU	Motion Reference Unit
NDMS	National Dredging & Marine Services
NLC	National Logistics Corporation
NT	Net Tonnage
O&M	Operation & Maintenance
OSRP	Oil Spill Response Plan
P&C	Particulars & Conditions
P&I	Protection & Indemnity (Insurance)
PC	Particular Conditions
PCAA	Pakistan Civil Aviation Authority
PMSA	Pakistan Maritime Security Agency
PQA	Port Qasim Authority
PPRA	Public Procurement Regulatory Authority
QCBS	Quality & Cost Based Selection
QA/QC	Quality Assurance / Quality Control
RFQ	Request for Quotation
RFP	Request for Proposal
RTK	Real-Time Kinematic
S	Combined QCBS Score
SBES	Single-Beam Echo Sounder
Sf	Financial Score
SOE	State-Owned Enterprise
SOLAS	Safety of Life at Sea Convention
SPM	Single Point Mooring
STCW	Standards of Training, Certification & Watch keeping
SVP	Sound Velocity Profiler
SOPEP	Shipboard Oil Pollution Emergency Plan
TOR	Terms of Reference
TSHD	Trailer Suction Hopper Dredger
TSS	Traffic Separation Scheme
USD	United States Dollar
VTS	Vessel Traffic Service
WGS-84	World Geodetic System 1984

**Abbreviation / Symbol**

WTI

**Full Form / Meaning**

Work Time Index (dredging productivity)

## National Dredging & Marine Services (NDMS)

### INVITATION FOR BIDS (IFB)

#### Time Charter of Trailer Suction Hopper Dredgers

December 11, 2025

Tender Reference No.: Tender 01 /NDMS-TSHD & Hiring of HSB/2025

National Dredging & Marine Services (NDMS), invites sealed bids from eligible and reputable firms for the provision of dredging vessels on a time charter, as per the details below:

**Package A: Time Charter of Trailer Suction Hopper Dredger (TSHD), Minimum Hopper Capacity  $\geq 13,500 \text{ m}^3$**

#### 1. Method of Procurement

Bidding shall be conducted under Open Competitive Bidding using the **Single-Stage, Two-Envelope Procedure**, in accordance with the **Public Procurement Rules (PPRA) 2004**, as amended.

#### 2. Availability of Tender Documents

A complete set of Bidding Documents may be purchased by an interested Bidder upon payment of a non- refundable fee of PKR 20,000 proof of which will be submitted/attached with the Technical bid (failure to include proof of payment will render the bid unresponsive) or may be downloaded from the web site.

#### Director

National Dredging & Marine Services (Pvt) Ltd. (NDMS)  
NLC Headquarters, Harding Road,  
Rawalpindi, Pakistan  
Tel: 051-9052541, 051-9052536

During working hours (Monday–Friday)

#### 3. Submission of Bids

- **Technical and Financial Proposals** must be submitted in **separate sealed envelopes**, clearly marked. Each page of the bidding document shall be signed in ink, duly stamped, and submitted as part of the Technical Proposal. Bids must reach the undersigned on or before **11:30 AM, January 10, 2026**

#### 4. Bid Opening

- **Technical Proposals** will be opened immediately after the submission deadline in the presence of bidders' authorized representatives. Technical Bid shall be opened

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on the same day at 1200 hours in presence of parties or their authorized representatives who wish to be present.

- **Financial Proposals** of only technically qualified bidders will be opened at a later date, which will be communicated in writing.

## 5. **Bid Security**

All bids (Technical) must be accompanied by a Bid Security in the amount of USD 100,000 or PKR 30 million in the form of a draft or Bank Guarantee drawn on a Pakistan commercial bank.

The bid security must be submitted in accordance with the Instructions to Bidders (ITB).

## 6. **Pre-Bid Meeting**

A pre-bid meeting will be held as per the schedule indicated in the Bid Data Sheet (BDS).

All prospective Bidders, or their duly authorized representatives, are encouraged to attend the Pre-Bid Meeting. Attendance is not mandatory; however, Bidders who do not attend shall be deemed to have fully familiarised themselves with the Bidding Documents and with all clarifications or amendments issued subsequently. For security and administrative purposes, all attendee, particularly foreign Bidder representatives who choose to attend in person, must submit complete particulars, including CNIC and/or Passport details, no later than 16 December 2025. Participation via video link will be facilitated for those unable to attend in person.

**Venue:** Conference Room, NLC Head Quarters, Harding Road, Rawalpindi, Pakistan.

## 7. **Right to Accept or Reject**

NDMS reserves the right to **accept or reject bids** in accordance with **PPRA Rule 33**, without assigning any reason and without incurring any liability.

## 8. **Contact for Clarifications**

All queries shall be addressed in writing to:

### **Director**

National Dredging & Marine Services (Pvt) Ltd. (NDMS)

NLC Headquarters, Harding Road,

Rawalpindi, Pakistan

NDMS website: [www.ndms.pk](http://www.ndms.pk)

Email: [procurement@ndms.pk](mailto:procurement@ndms.pk)

Tel: 051-9052541, 051-9052536



## **INSTRUCTIONS TO BIDDERS (ITB) & APPENDICES**

## INSTRUCTION TO BIDDERS & APPENDICES

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## INSTRUCTIONS TO BIDDERS AND APPENDICES

(Note: These Instructions along with Tendering Data will not be part of Contract and will cease to have effect once the Contract is signed).

### (A) GENERAL

#### IB.1 Scope of Bid

1.1 The Employer, National Dredging & Marine Services (NDMS), invites sealed bids for the provision of:

- **Package A** – Time Charter of Trailer Suction Hopper Dredger (TSHD) with a minimum hopper capacity of  $\geq 13,500 \text{ m}^3$

1.2 The bidding process shall follow the **Single-Stage, Two-Envelope** Procedure as prescribed under **PPRA Rule 36(b)**.

#### IB.2 Eligible Bidders

##### 2.2 Eligibility of Bidders

###### 2.2.1 Legal Eligibility

To be eligible for bidding, a bidder must:

2.2.1.1 Be a legally registered entity under the relevant laws of Pakistan or the bidder's country of origin.

2.2.1.2 Hold valid registrations including NTN, STRN and relevant tax numbers.

2.2.1.3 For foreign bidders: provide documentary evidence confirming legal status in their home jurisdiction.

2.2.1.4 Comply with all applicable Pakistani laws relating to taxation, marine operations, labour, safety and commercial activities.

2.2.1.5 Submit complete legal documentation as listed in the Bid Data Sheet (BDS).

###### 2.2.2 Blacklisting and Ineligibility

2.2.2.1 Bidders shall not be eligible if they have been:

- (a) Blacklisted or debarred by any Federal/Provincial Government agency, autonomous body, statutory authority, or international organization;
- (b) Suspended from participation in public procurement;
- (c) Declared ineligible due to fraudulent, corrupt or unethical practices.

2.2.2.2 Bidders must submit a **Not-Blacklisted Affidavit** on judicial stamp paper.

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2.2.2.3 Bidders engaged in litigation against NDMS that may affect contract performance may be declared ineligible.

2.2.2.4 Submission of falsified or misleading information shall result in immediate rejection.

### **2.2.3 Conflict of Interest**

2.2.3.1 A bidder shall be considered to have a conflict of interest if:

- (a) The bidder or its affiliates submit more than one bid for the same Package;
- (b) The bidder's employees, directors, partners or agents have relationships with NDMS staff that could improperly influence procurement;
- (c) The bidder or its affiliates contributed to the preparation of specifications, TORs or tender documents.

2.2.3.2 Bidders must disclose all potential conflicts in writing.

2.2.3.3 The Employer reserves the right to reject a bid where conflict of interest exists without assigning any reason whatsoever.

### **2.2.4 Prohibited Practices**

2.2.4.1 Bidders shall not engage in:

- Corrupt practices;
- Fraudulent practices;
- Collusive bidding;
- Coercive practices;
- Obstructive practices.

2.2.4.2 Any firm found involved in prohibited practices shall be rejected and may be recommended for blacklisting under PPRA Rule 19.

2.2.4.3 Bidders must sign the **Integrity Pact** in accordance with PPRA Rule 7.

### **2.2.5 Joint Ventures / Consortiums**

2.2.5.1 Bidders may participate as a Joint Venture (JV), subject to:

- (a) A legally executed and notarized JV Agreement;
- (b) Clear identification of the Lead Partner;
- (c) Joint and several liabilities of all partners;
- (d) Submission of complete documentation for each JV member
- (e) Foreign JV members complying with Pakistani registration and taxation requirements.

2.2.5.2 The JV must collectively meet the technical and financial qualification criteria.

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## 2.2.6 Bid Security (PPRA Rule 25)

2.2.6.1 Bids must include Bid Security as specified in the BDS.

2.2.6.2 A bid shall be **non-responsive** if:

- (a) Bid Security is omitted;
- (b) Bid Security amount is insufficient;
- (c) Bid Security is not in an acceptable form;
- (d) Bid Security validity is shorter than required.

2.2.6.3 Acceptable forms include Call Deposit Receipt (CDR), Bank Guarantee or Pay Order.

## 2.2.7 Non-Responsive Bidders

A bid will be declared non-responsive if:

2.2.7.1 Mandatory eligibility requirements are not met;

2.2.7.2 Required documentation is missing or incomplete;

2.2.7.3 Bid contains material deviations, reservations, or conditions;

2.2.7.4 Technical characteristics do not match the specifications;

2.2.7.5 Bid is incomplete, vague, or ambiguous in price or scope.

2.2.7.6 Only responsive bids shall proceed to evaluation.

## 2.2.8 Integrity, Transparency & Fair Dealing

2.2.8.1 Bidders shall adhere to the principles of fairness, transparency, and value for money.

2.2.8.2 Bidders must not attempt to influence the evaluation process.

2.2.8.3 Any violation may lead to rejection and subsequent legal action under PPRA Rules.

## 2.2.9 Participation of Foreign Bidders

2.2.9.1 Foreign bidders may participate provided they:

- (a) Submit documents in English (or with certified translations);
- (b) Comply with Pakistani customs, immigration, tax, and port regulations
- (c) Operate vessels compliant with MARPOL, SOLAS, STCW, and applicable IMO standards;
- (d) Provide class certificates from IACS-member classification societies.

2.2.9.2 Appointment of a local agent is recommended but not mandatory. Full details and contact person must be explicitly stated of agent along with a letter of authority.

## **2.2.10 Eligibility Exclusions (PPRA Rules 4, 17, 30)**

A bidder shall be excluded if it:

- 2.2.10.1 Attempts to submit multiple bids under different names;
- 2.2.10.2 Misrepresents or conceals material information;
- 2.2.10.3 Attempts to influence the procurement process;
- 2.2.10.4 Fails to meet any mandatory requirement of the tender.

## **2.2.11 Employer's Right to Reject (PPRA Rule 33)**

- 2.2.11.1 The Employer reserves the right to accept or reject all bids without assigning any reason.
- 2.2.11.2 Reasons for rejection shall be recorded in writing in accordance with PPRA Rule 33.

## **2.2.12 Compliance with PPRA and Marine Regulations**

- 2.2.12.1 Bidders must comply with:

- (a) PPRA Rules 2004;
- (b) Procurement of Services Regulations 2010
- (c) All amendments/notifications issued by PPRA;
- (d) Pakistan Marine and Seafarers' regulations;
- (e) IMO conventions applicable to the vessels;
- (f) Port regulations of KPT, PQA, GPA and PMSA as applicable.

- 2.2.12.2 Non-compliance shall result in rejection.

## **IB.3 Cost of Bidding**

### **3.1 Cost of Bidding**

- 3.1.1 The Bidder shall bear all costs associated with the preparation, submission, clarification, and negotiation of its bid.
- 3.1.2 The Employer shall in no case be responsible or liable for such costs, regardless of the outcome of the bidding process.

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## (B) BIDDING DOCUMENTS

### IB.4 Contents of Bidding Documents

4.1 The Bidding Documents are those stated below and should be read in conjunction with any Addendum issued in accordance with Clause IB-6.

- (1) Instructions to Bidders & Bidding Data Sheet.
- (2) Appendices & Standard Forms:
  - (i) Appendix A: Name of Eligible Countries
  - (ii) Appendix B: Evidence of Bidder's Capability
  - (iii) Appendix C: Bid Form -Form of Technical Proposal
  - (iv) Appendix D: Bid Form - Form of Financial Proposal
  - (v) Appendix E: Bid Security Form
  - (vi) Appendix F: Form of Performance Security
  - (vii) Appendix G: Form of Contract Agreement
  - (viii) Appendix H: Integrity Pact
  - (ix) Appendix I: Dredging Methodology and Execution Plan
  - (x) Appendix J: Dredging Superintendent
  - (xi) Appendix K: Contract Agreement
  - (xii) Appendix L: Time Charter Party Agreement
  - (xiii) Appendix M: Specialized Dredging Insurance
- (3) Terms of Reference (TOR)
- (4) Preamble to Bill of Quantities (BOQ)
- (5) Bill of Quantities (BOQ)

### IB.5 Clarification of Bidding Documents (PPRA Rule 31)

5.1 A prospective Bidder requiring clarification of the Bidding Documents shall request the Employer in writing at the address indicated in the Bid Data Sheet (BDS).

5.2 The Employer shall respond to any request for clarification received not later than seven (7) days before the deadline for bid submission. **Last date for receipt of clarification request is December 31, 2025.**

5.3 The Employer's response shall be communicated in writing to all bidders who have purchased the Bidding Documents. Bidding documents can be downloaded and purchase receipt has to be submitted along with Technical proposal. Failure to do so will result in bid being rejected.

### IB.6 Amendment of Bidding Documents

6.1 At any time prior to the deadline for bid submission, the Employer may amend the Bidding Documents for any reason, whether to clarify, modify or correct errors.

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- 6.2 Any amendment shall be issued as an Addendum and communicated in writing to all bidders who have obtained the Bidding Documents.
- 6.3 The Addendum shall be binding on all Bidders.
- 6.4 The Employer at its sole discretion and without assigning any reason, may extend the bid submission deadline if necessary to allow bidders reasonable time to incorporate the amendment.

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## (C) PREPARATION OF BID

### IB.7 Language of Bid

- 7.1 All documents comprising the Bid and all correspondence shall be written in English.
- 7.2 Documents submitted in another language must be accompanied by a certified English translation; in such cases, the English translation shall prevail.

### IB.8 Documents Comprising the Bid

#### 8.1 Technical Proposal

The Technical Proposal shall include (but not be limited to):

- (a) Technical Proposal Submission Form
- (b) Bidder's Eligibility and Legal Documents
- (c) Signed and stamped copy of the bidding document (each page signed in ink)
- (d) Proof of purchase of bidding documents (original receipt and Pay Order copy)
- (e) Compliance with Technical Specifications
- (f) Vessel particulars
- (g) Crew/operational personnel qualifications
- (h) Vessel Class certificates and statutory certificates
- (i) Valid P&I and Hull & Machinery insurances
- (j) HSE Plan and Safety Management System
- (k) Quality Assurance & Quality Control procedures
- (l) Mobilization plan and operational methodology
- (m) Proposed work support arrangements
- (n) FE exposure and currency breakdown has to be provided as per details in IB 9

#### 8.2 Financial Proposal

The Financial Proposal shall include:

- (a) Financial Proposal Submission Form
- (b) Daily Time-Charter Rate(s)
- (c) Mobilization and demobilization cost
- (d) Standby rates
- (e) Any optional items
- (f) Taxes and duties
- (g) Complete price schedule as per prescribed forms

### IB.9 Bid Prices and Currency

- 9.1 The Bidder shall quote its prices using the forms prescribed in the Financial Proposal.
- 9.2 All bid prices shall be quoted in United States Dollars (USD). Payments under the Contract shall be made on a 50:50 bases in PKR and USD, calculated at the prevailing

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exchange rate on the date of signing of the Contract, as further specified in the Bid Data Sheet (BDS).

- 9.3 Bidders must clearly identify Foreign Exchange (FE) components.
- 9.4 Prices quoted shall be inclusive of all taxes, duties, levies, insurance, mobilization, demobilization, crew, fuel and all associated costs required to perform the services.
- 9.5 The Bidder shall be responsible for the accuracy of all prices quoted.
- 9.6 Prices quoted by the tenderer shall remain fixed during the tenderer's performance of the contract and not subject to variation on any account.

## **IB.10 Documents Establishing Bidder's Eligibility and Qualifications**

### **10.1 General Requirement**

- 10.1.1 The Bidder shall furnish documentary evidence establishing its eligibility to Bid and its qualifications to perform the Contract in accordance with the requirements of this Section and the Bidding Documents.

### **10.2 Eligibility of Bidder**

- 10.2.1 The Bidder shall demonstrate that, at the time of Bid submission:
  - (a) it is a legally registered entity in its jurisdiction of incorporation;
  - (b) it is duly registered for taxation and compliant with applicable tax laws;
  - (c) it is not blacklisted, suspended, or debarred by any government, port authority, maritime administration, regulator, or international organization; and
  - (d) it meets all eligibility conditions specified elsewhere in the Bidding Documents.

### **10.3 General Qualifications**

- 10.3.1 The documentary evidence of the Bidder's qualifications to perform the Contract shall establish, to the Employer's satisfaction, that the Bidder:
  - (a) possesses the technical, operational, and managerial capability to provide the required dredger time-charter services.;
  - (b) has established safety, quality, and environmental management systems appropriate for marine operations;
  - (c) maintains (or will maintain) all relevant class, statutory and insurance certifications for the vessels and services offered;
  - (d) employs or has access to qualified marine crew, dredge masters, engineers and survey personnel as required under the Contract; and
  - (e) in the case of a foreign Bidder, will be represented by an agent in Pakistan (if required) for operational coordination and compliance.

## 10.4 Minimum Experience and Past Performance Requirements

### 10.4.1 Definition of Relevant Experience

For purposes of qualification, relevant experience means the execution, operation, or management of dredging or marine projects involving Trailer Suction Hopper Dredgers (TSHDs) of hopper capacities equal to or larger than those specified for the relevant Package, in a port, channel, coastal, or offshore environment.

Experience of smaller dredgers combined to meet hopper capacity requirements shall not be accepted.

#### A. Package A — Trailer Suction Hopper Dredgers (TSHDs)

For Package A, the Bidder must provide documentary evidence demonstrating that:

(i) Operation of Dredgers

The Bidder has operated, owned, long-term chartered, at least three (3) Trailer Suction Hopper Dredgers of hopper capacities equal to or greater than those required for the respective Package (Package A:  $\geq 13,500 \text{ m}^3$  for a minimum continuous period of six (6) months each within the last five (5) years (period of six (06) months **(03 Projects)** within last 05 years)

(ii) Relevant Dredging Operations

The TSHDs offered for the Package have successfully completed similar capital or maintenance dredging assignments under time charter or equivalent operational arrangements. The Employer will undertake visit to the successful bidder's selected site to witness the operation and condition of the dredger after issue off Letter of Award and before final contract signing. All expenses related to this visit will be borne by the Bidder. The Employer, in case of rejection of the dredger on inspection, will give the bidder three days to offer an alternate dredger.

(iii) Contract Value Requirement

The Bidder has successfully completed at least three (3) dredging contracts, each having a contract value of not less than USD 150 million, during the last five (5) years.

The contracts may comprise:

- time charter dredger supply;
- capital dredging;
- maintenance dredging; or
- marine construction requiring heavy marine plant.

Documentation must include contract agreements and client completion certificates.

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## 10.5 Financial Capability Requirements

10.5.1 The Bidder shall demonstrate adequate financial capacity to mobilize and perform the services under the Contract. For this purpose, the Bidder shall submit audited financial statements for the last three (3) financial years, together with evidence of access to sufficient working capital and/or confirmed credit lines.

10.5.2 The minimum annual turnover (per year) requirements are:

(a) Foreign Bidders:

Annual turnover of not less than USD 100 million per year in each of the last three (3) financial years.

(b) Pakistani Bidders / Companies:

Annual turnover of not less than PKR 2.5 billion per year in each of the last three (3) financial years.

10.5.3 Shall also demonstrate adequate financial resources, through internal cash flow or external financing, to mobilize vessels and sustain operations for the entire duration of the Contract.

## 10.6 Joint Ventures (JV)

10.6.1 Bidders may form a Joint Venture (JV) to meet the qualification requirements. In such cases:

- (a) All JV partners must meet the eligibility requirements
- (b) At least one JV partner must fully meet the relevant minimum experience requirements
- (c) The combined financial capacity of the JV shall meet
- (d) The Lead Partner must individually meet at least sixty percent (60%) of the required annual turnover.
- (e) All JV partners shall be jointly and severally liable for the execution of the entire Contract.
- (f) A valid and binding JV Agreement must be submitted with the Bid.
- (g) The Lead Partner shall be authorized to act on behalf of the JV in all matters relating to the Bid and the Contract, as evidenced by a Power of Attorney signed by all partners and all JV partners will be jointly and severally liable.
- (h) No amendment to the JV Agreement shall be permitted without prior written consent of the Employer.

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## 10.7 Proof of Experience and Qualification

10.7.1 To demonstrate compliance with the above requirements, the Bidder shall submit, as applicable:

- (a) Contract Agreements;
- (b) Client Completion Certificates;
- (c) Vessel particulars, class certificates, and statutory certificates;
- (d) AIS track records or operational logs (if required);
- (e) Financial statements and audit reports; and
- (f) Any additional documentation requested by the Employer.

## 10.8 Non-Responsiveness

10.8.1 Failure to submit documentary evidence establishing compliance with any requirement of this Section shall result in the Bid being declared non-responsive, and such Bid shall not be considered further.

## IB.11 Documents Establishing Conformity of Vessels, Equipment and Services

### 11.1 General Requirement

11.1.1 The Bidder shall furnish, as part of its Bid, documentary evidence establishing that the vessels, equipment, systems, software, personnel and services offered fully conform to the requirements of the Bidding Documents.

11.1.2 The Bidder shall clearly identify the vessels and equipment being proposed, and the documentation submitted shall be sufficiently detailed to enable the Employer to verify technical compliance.

### 11.2 Conformity of Trailer Suction Hopper Dredger

For Packages A, the Bidder shall provide proof of ownership and submit complete technical documentation for the proposed Trailer Suction Hopper Dredger(s), covering, at a minimum:

- (a) Vessel Identification & Certification
  - (i) IMO Number, Flag, Year of Construction, Bidder
  - (ii) Valid Class Certificate from an IACS member society
  - (iii) Valid statutory certificates including, but not limited to:
    - Load Line
    - Safety Construction
    - Safety Equipment
    - Safety Radio
    - MARPOL Annex I and V certificates
    - ISM and ISPS compliance

- (iv) Proof of valid Hull & Machinery (H&M) and P&I Insurance
- (b) Technical Particulars & Performance Characteristics
  - (i) Hopper Capacity
  - (ii) Dredge Pump Power & Pipeline Configuration
  - (iii) Suction Pipe Diameter & Drag head Details
  - (iv) Dredging Depth Capability
  - (v) Overflow System
  - (vi) Sailing Speed (loaded & ballast)
  - (vii) Draught (light, loaded, dredging condition)
  - (viii) Production curves and indicative output for maintenance and capital dredging
- (c) General Arrangement & Drawings
  - (i) General Arrangement (GA)
  - (ii) Profile & Plan Views
  - (iii) Machinery Arrangement
  - (iv) Dredging Equipment Layout
  - (v) Accommodation Plan (crew capacity not mandatory to show)
- (d) Crew & Competency Requirements
  - (i) Minimum manning plan meeting Flag/Class requirements
  - (ii) List of crew positions (Dredge Master, Chief Officer, Chief Engineer, etc.)
  - (iii) Evidence of STCW compliance
  - (iv) Evidence of dredging experience for key positions (preferred but not mandatory)
- (e) Operational Records (to confirm capability)
  - (i) Historical AIS tracks (if requested)
  - (ii) Operational logs or production summaries from previous dredging campaigns
  - (iii) Confirmation of availability during the intended charter period

### **11.3 Supporting Documentation**

11.3.1 The Bidder shall furnish any additional documents necessary to verify full technical compliance, which may include:

- (a) Manufacturer's brochures and datasheets
- (b) Test certificates and performance curves
- (c) Maintenance regimes and technical manuals (extracts permitted)
- (d) Environmental and safety compliance documentation
- (e) Proposed mobilization / demobilization methodology
- (f) Declaration of vessel availability for the full Contract period

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## **11.4 Non-Conformity**

11.4.1 Failure to provide sufficient documentary evidence of conformity with the technical requirements shall render the Bid non-responsive and such Bid shall not be considered further.

## **IB.12 Bid Validity (PPRA Rule 26)**

12.1 Bids shall remain valid for 120 days from the date of opening of Technical Proposals.

12.2 A bid with a shorter validity period shall be rejected as non-responsive.

12.3 In exceptional circumstances, the Employer may request extension of the bid validity period; a bidder may refuse without forfeiting bid security.

## **IB.13 Bid Security (PPRA Rule 25)**

13.1 All bids (Technical) must be accompanied by a Bid Security in the amount of **USD 100,0000 or PKR 30 million** in the form of a draft or Bank Guarantee drawn on a Pakistan commercial bank.

13.2 Acceptable forms include:

- (a) Call Deposit Receipt (CDR)
- (b) Bank Guarantee from a commercial bank confirmed by Pakistani AAA Rating Bank Pay Order

13.3 Failure to submit the Bid Security shall render the Bid non-responsive. The Bid Security must be submitted in a separate sealed envelope and included as part of the Technical Proposal only. It shall **not** be placed in, attached to or enclosed with the Financial Proposal. Any Bid in which the Bid Security appears in the Financial Proposal shall be declared non-responsive.

13.4 Bid Security shall remain valid for 28 days beyond the bid validity period.

13.5 Bid Security of unsuccessful bidders shall be returned promptly after award of contract.

## **13.6 Format and Signing of Bid**

13.6.1 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Bidder.

13.6.2 A written Power of Attorney or Board Resolution shall be included with the bid.

13.6.3 Any corrections shall be initialed by the authorized signatory.

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## (D) SUBMISSION OF BID

### IB.14 Sealing and Marking of Bids

#### 14.1 Preparation of Bid Packages

14.1.1 Each Bidder shall prepare and submit the following:

(a) Technical Proposal

**1 Original + 2 Copies + Bid Security**, placed in a sealed envelope clearly marked:  
**“TECHNICAL PROPOSAL WITH BID SECURITY– ORIGINAL”** and  
**“TECHNICAL PROPOSAL WITH BID SECURITY – COPY”**

(b) Financial Proposal

**1 Original + 2 Copies**, placed in a separate sealed envelope clearly marked:  
**“FINANCIAL PROPOSAL – ORIGINAL”** and **“FINANCIAL PROPOSAL – COPY”**

14.1.2 Technical and Financial Proposals shall be prepared separately and must not be combined in the same envelope under any circumstance. In the event of the proposals being in one envelope, the bid shall immediately be rejected and the Bidder disqualified with no course to grievance redressal as this would be a material breach.

#### 14.2 Inner Envelope Requirements

14.2.1 Each envelope (Technical and Financial) shall:

(a) be sealed;  
(b) clearly state the Bidder's name and address;  
(c) clearly identify the contents as:

- “TECHNICAL PROPOSAL” or
- “FINANCIAL PROPOSAL”;

(d) be clearly marked with:

**Project Title:** “Time Charter of Trailer Suction Hopper Dredgers”

**Employer:** National Dredging & Marine Services (Pvt) Limited

**Package A –TSHD with hopper capacity of  $\geq 13,500 \text{ m}^3$**

14.2.2 The Financial Proposal envelope shall additionally bear the warning:

**“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**

## **14.3 Outer Envelope Requirements**

14.3.1 The sealed inner envelopes shall be placed in ONE outer sealed envelope, which shall:

- (a) be addressed to the Employer at the address given in the Invitation for Bids;
- (b) bear the Project Title and Contract Number;
- (c) bear the Bidder's name and full address;
- (d) state the date and time of Bid opening;
- (e) bear the clear warning:

**“DO NOT OPEN BEFORE THE DATE AND TIME OF BID OPENING”**

14.3.2 If the outer envelope is not properly sealed or marked, the Employer shall assume no responsibility for misplacement or premature opening of the Bid.

## **14.4 Method of Delivery**

14.4.1 The Bid shall be delivered:

- (a) by hand, or
- (b) by courier service, or
- (c) by registered mail,

to the address specified in the Invitation for Bids.

14.4.2 Bids delivered with charges payable upon receipt shall not be accepted.

14.4.3 The Employer shall not be responsible for delays, loss or mis-delivery of Bids sent by mail or courier.

## **14.5 Identification for Late Bids**

14.5.1 No late bids shall be accepted.

14.5.2 To enable return of late Bids unopened, the inner Technical Proposal envelope shall clearly indicate the Bidder's name and address.

## **14.6 Compliance**

14.6.1 Non-compliance with the sealing and marking requirements specified in this Clause may result in the Bid being declared non-responsive.

## **IB.15 Deadline for Submission of Bids (PPRA Rule 27)**

15.1 Bids must be received at the address specified in the BDS no later than the deadline stated therein.

15.2 Late bids shall be rejected and returned unopened.

15.3 The Employer may extend the submission deadline by issuing an Addendum.

#### **15.4 Procurement Schedule / Tender Timeline**

15.4.1 The following procurement schedule shall apply to the Time Charter of Trailer Suction Hopper Dredgers (TSHD). All bidders are required to strictly adhere to the dates listed below. The schedule includes the publication of the tender, pre-bid meeting, deadline for submission of queries, bid opening events, evaluation stages, redressal periods required under PPRA Rules, issuance of the Letter of Acceptance, submission of the Performance Guarantee, contract signing, and mobilization.

15.4.2 All milestones are binding and subject to PPRA timelines. Any amendments to these dates, if required, shall be communicated through a formal Addendum issued by the Employer.

15.4.3 The mobilization of the dredger shall take place on the same date as the signing of the Contract, with the understanding that the vessel, its crew, and all necessary certificates are ready for immediate deployment according to the Contract requirements.

#### **15.5 TSHD Time Charter Procurement Timeline**

S. No.	Description	Date	Remarks
1	Tender Published	11 Dec 2025	—
2	Pre-Bid Meeting	11:00 am, 19 Dec 2025	Conference Room, NLC Head Quarters, Rawalpindi All queries must be received in writing no later than December 16, 2025.
3	Last Date for Receipt of Queries	31 Dec 2025	Queries must be submitted in writing
4	Technical Proposal • <b>Submission</b> • <b>Opening</b>	11:30 am, 10 Jan 2026 12:00 hours, 10 Jan 2026	Bidders may attend the technical opening.

#### **IB.16 Late Bids**

##### **16.1 Rejection of Late Bids**

16.1.1 Any Bid received by the Employer after the deadline for submission of Bids prescribed in IB.15 shall be rejected without opening and returned unopened to the Bidder.

16.1.2 The Employer's record of the official time of receipt shall be final and binding.

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## 16.2 No Exceptions

16.2.1 Delays due to the following as well shall not be accepted as justification for late submission:

- delays by courier, mail service, or transport;
- delays caused by the Bidder's internal handling;
- delays due to misdirection, misrouting, or delivery to the wrong office;
- delays caused by weather, traffic, security protocols, or force majeure;
- failure of third parties engaged by the Bidder.

16.2.2 It is solely the Bidder's responsibility to ensure timely delivery, regardless of the delivery method chosen.

## 16.3 Record and Return of Late Bids

16.3.1 Late Bids shall be:

- recorded in the Employer's bid receipt register as "Late Bid";
- returned unopened to the Bidder at the Bidder's own cost and risk; and
- not considered for evaluation under any circumstances.

## 16.4 Electronic Bids

16.4.1 Bids submitted by fax, telex, email, WhatsApp, or any electronic means shall be treated as late and non-compliant, and shall not be accepted.

## IB.17 Modification, Substitution and Withdrawal of Bids

17.1 A Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Employer prior to the deadline for submission of Bids specified in IB.15.

17.2 Such notice shall be submitted in accordance with the sealing and marking requirements of IB.14, with the envelope clearly marked:

- "MODIFICATION", or
- "SUBSTITUTION", or
- "WITHDRAWAL",

as applicable.

17.3 Only one modification or substitution request will be permitted per Bidder unless otherwise approved by the Employer in writing.

## 17.4 Conditions for Valid Withdrawal

17.4.1 A Bid withdrawn shall not be opened or evaluated.

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17.4.2 A Bidder who withdraws its Bid prior to the submission deadline shall not be subject to forfeiture of the Bid Security.

### **17.5 Withdrawing After Submission Deadline**

17.5.1 Withdrawal of a Bid after the deadline for submission but before the expiry of bid validity shall result in forfeiture of the Bid Security.

17.5.2 Requests for withdrawal received after the submission deadline shall not be accepted. The Bid shall remain sealed and shall be treated as submitted.

### **17.6 Modification or Substitution after Deadline**

17.6.1 Requests to modify or substitute a Bid after the submission deadline shall not be accepted.

17.6.2 Any modification received after the deadline shall be returned unopened.

### **17.7 Restrictions on Withdrawal after Opening of Technical Proposals**

17.7.1 If the Technical Proposals have been opened, any attempt to withdraw the Bid prior to completion of evaluation shall result in:

- Forfeiture of the Bid Security, and
- Possible disqualification from future tenders of the Employer.

### **17.8 No Alteration of Financial Proposal after Opening**

17.8.1 After the Financial Proposals have been opened, no Bidder may modify its Bid, including:

- prices,
- terms,
- conditions,
- offered vessels,
- lead times or mobilization periods.

17.8.2 Any such attempt shall result in immediate rejection and forfeiture of the Bid Security.

### **17.9 Employer's Rights**

17.9.1 The Employer reserves the right to reject any modification, substitution, or withdrawal request it considers inconsistent with the integrity of the tender process.

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## (E) BID OPENING AND EVALUATION

### **IB.18 Bid Opening (PPRA Rule 28)**

- 18.1 The Employer shall open only the Technical Proposals immediately after the bid submission deadline.
- 18.2 Bidder representatives may attend the opening.
- 18.3 Names of Bidders, bid details and inclusion of bid security shall be recorded.
- 18.4 Financial Proposals shall remain sealed until completion of technical evaluation.

### **18.5 Clarification of Bids (PPRA Rule 31)**

- 18.5.1 During evaluation, the Employer may request clarification in writing
- 18.5.2 No changes in the price or substance of the bid shall be permitted.
- 18.5.3 Failure to respond within the stipulated period may result in rejection

### **18.6 Preliminary Examination of Bids**

- 18.6.1 The Employer will examine whether:
  - (a) All required documents have been submitted;
  - (b) Bid Security is valid;
  - (c) The bid is complete;
  - (d) No material deviations exist.
  - (e) Proof of purchase of documents has been attached
- 18.6.2 A materially incomplete bid shall be rejected.

### **18.7 Evaluation of Technical Proposals (PPRA Rule 29, 30)**

- 18.7.1 Technical evaluation shall be conducted strictly as per the scoring criteria in 18.10.
- 18.7.2 Only technically qualified bids shall proceed to Financial Proposal opening.
- 18.7.3 Technical evaluation results shall be announced

### **18.8 Evaluation of Financial Proposals (PPRA Rule 29, 30)**

- 18.8.1 Financial Proposals of technically qualified bidders shall be opened publicly.
- 18.8.2 Evaluation shall consider:
  - (a) Daily charter rates
  - (b) Mobilization and demobilization
  - (c) Standby rates

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- (d) FE exposure
- (e) Inclusion of all duties, provincial and federal taxes and any other charges all to Bidder account.
- (f) Any adjustments specified in BDS

18.8.3 Arithmetical corrections shall follow the rules specified in 18.11.

## 18.9 Detailed Technical Evaluation Procedures

### 18.9.1 Evaluation Committee

The Employer shall appoint a Bid Evaluation Committee of technical, marine, operational, financial and procurement specialists. Experts may be consulted as needed.

### 18.9.2 Verification of Documents

Documents submitted for eligibility and qualification (IB.10) shall be verified, including:

- class certificates
- statutory certificates
- ownership/charter confirmation
- AIS vessel history
- experience certificates
- audited accounts
- P&I/H&M insurance
- client references

The Employer may conduct independent verifications with Class Societies, IMO databases, P&I Clubs, and port authorities.

### 18.9.3 Vessel Inspection or Virtual Assessment

The Employer may conduct:

- (a) pre or post award physical inspection;
- (b) virtual inspection (video, live feed);
- (c) AIS movement checks;
- (d) Seaworthiness confirmation.

Failure to facilitate inspection may lead to rejection.

Failure to meet any mandatory requirement results in Technical Non-Responsiveness.

## 18.10 Technical Evaluation (35% Weightage)

### 18.10.1 Evaluation Philosophy

- Technical Evaluation shall account for 35% of the total score.

- Only Bidders achieving a minimum of 65 points out of 100 in the Technical Evaluation shall qualify for opening of Financial Proposals.
- In line with FIDIC and international procurement standards, evaluation shall identify the **Most Advantageous Bid (MAB)**, meaning the bid that offers the **best overall value** based on the disclosed criteria, not necessarily the lowest price.
- **Most Advantageous Bid (MAB):**

*The Bid that best meets the Employer's requirements by achieving the highest combined value in terms of technical merit, capability, risk mitigation and price, based strictly on the published evaluation criteria and weightages.*

### 18.10.2 Technical Evaluation Parameters & Scoring

The following core parameters shall be applied:

- (1) Experience (30 points)
  - a. General Dredging Experience — 10 points
    - Years of experience in dredging, marine construction or chartering and operation of dredging assets.
  - b. Specific Dredging Experience — 20 points
    - Demonstrated experience with similar dredging campaigns (maintenance dredging, stiff clay dredging, harbour/channel deepening).
    - Completion of at least three projects each of USD 50 million or above in the last 10 years.
    - Evidence required: LOA, completion certificates, O&M contracts or other verifiable documents.
- (2) Vessel Capability & Resources (35 points)
  - a. Dredger Compliance with Required Specifications — 20 points
    - Hopper size  $\geq$  13,500 m<sup>3</sup>.
    - Dredging depth, pump power, drag head shear capability for stiff clay, dredging speed, environmental compliance.
    - Class, statutory certificates, age profile, AIS records.
    - Backup equipment (tugs, multicats).
  - b. Manning & Operational Readiness — 10 points
    - STCW-compliant crew;
    - Availability of specialized dredging crew;
    - Onboard safety systems;

- ISM, ISPS compliance.
- c. Mobilization & Operational Plan — 5 points
  - Mobilization schedule;
  - Work methodology;
  - Risk management;
  - Fuel handling & bunkering plan;
  - Maintenance regime.
- (3) Performance Record (15 points)
  - a. Past performance on previous dredging projects — 10 points
    - Reliability, claims history, delays, contractual performance.
  - b. Current Workload & Commitments — 5 points
    - Whether the proposed dredger is free of encumbrances and available.
- (4) Financial Soundness (20 points)
  - Financial ratios, liquidity, audited accounts.
  - Minimum annual turnover requirements:
    - **Foreign Bidders:**  $\geq$  USD 100 million per year (average last 5 years)
    - **Pakistani Bidders:**  $\geq$  PKR 2.5 billion per year (average last 5 years)

Only Bidders scoring  $\geq$  65 out of 100 in Technical Evaluation shall be declared Technically Qualified.

#### **Scoring Guidelines (for information only):**

The following scoring scale is provided solely for the Bidder's information. It is intended to illustrate the general evaluation approach; however, the Employer reserves full discretion to apply the criteria in accordance with the Evaluation Methodology.

- 0: Totally non-compliant / Non-responsive
- 1 / 2 / 3: Inadequate
- 4 / 5: Partially compliant
- 6 / 7: Substantially compliant
- 8 / 9: Fully meets the requirements
- 10: Exceeds the requirements

**Note:** These descriptors reflect relative levels of compliance. Evaluators may assign any pro-rata score within the maximum points allocated to each criterion (e.g., a "Substantially compliant" submission under a 40-point parameter may receive 24–28 points proportionally).

The Employer provides these guidelines **for information only** and retains full discretion to award points in accordance with the Evaluation Methodology.

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Financial Proposals of non-qualifying Bidders shall be returned unopened along with their Bid Security.

## 18.11 Financial Proposal Evaluation (65% Weightage)

18.11.1 Only Financial Proposals of Technically Qualified Bidders shall be opened.

18.11.2 The Financial Score (Sf) shall be calculated using the formula and shall be judged against price reasonableness shall be assessed against the Engineer's Estimate for dredging time-charter hire, taking into account prevailing market rates, vessel capability, mobilization requirements, and operational benchmarks to ensure that proposed prices are commercially realistic and consistent with industry norms. Under the MAB framework, the Financial Score shall continue to be determined through a proportional, price-based formula, while final selection shall be based on the highest Combined Technical and Financial Score in accordance with the disclosed weightages.

$$Sf = (100 \times Fm) / F$$

Where:

Sf = Financial Score

Fm = Lowest evaluated Financial Proposal

F = Financial Proposal of the Bidder

## 18.12 Adjustment for Pak Rupee (PKR) Payments

### 18.12.1 Financial Evaluation Adjustment for PKR Payments

To reflect the Employer's preference to minimize foreign currency exposure, Bidders offering to accept payment in Pakistani Rupees (PKR) shall receive an additional benefit in the Financial Evaluation, applied as follows:

- If the Bidder agrees to accept **over fifty percent (50%) but less than one hundred percent (100%)** of the Contract Price in PKR, **five (05) additional points** shall be added to the Bidder's Financial Score (Sf).
- If the Bidder agrees to accept **one hundred percent (100%)** of the Contract Price in PKR, **ten (10) additional points** shall be added to the Bidder's Financial Score (Sf).

*This adjustment is applied solely for evaluation purposes under the Most Advantageous Bid (MAB) methodology and does not alter the Bidder's offered Contract Price or the contractual payment terms unless expressly agreed during Contract finalization.*

## 18.13 Combined Technical & Financial Score (Most Advantageous Bid – MAB)

18.13.1 The combined score shall be calculated as:

$$S = (St \times 0.35) + (Sf \times 0.65)$$

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Where:

S = Total Combined Score

St = Technical Score

Sf = Financial Score

18.13.2 Under the Most Advantageous Bid (MAB) methodology, final selection shall be based on the highest Combined Technical and Financial Score in accordance with the disclosed weightages. The Bidder achieving the highest Combined Score shall be ranked No. 1 and recommended for award, subject to IB.21.

## **18.14 Evaluation of Abnormally Low or Unbalanced Bids**

18.14.1 If the Financial Proposal of the apparently successful Bidder is:

- abnormally low,
- significantly lower than market benchmarks, or
- internally inconsistent,

the Employer may require detailed price justification.

18.14.2 Following review of justification, the Employer may:

- accept the prices;
- at its sole discretion award extra points on the financial bid evaluation if any bidder offers more favourable terms in taking Pak Rupee payment rather than foreign currency as per a defined criterion.
- reject the Bid; or
- require the Bidder to increase the Performance Security to safeguard against risk of default.

## **18.15 Final Determination**

18.15.1 The Bidder with the highest combined score who has passed all qualification requirements shall be declared the Successful Bidder.

## **IB.19 Process to be Confidential (PPRA Rule 41)**

19.1 Subject to Clause 23 heretofore, no Bidder shall contact Employer and/or Consultant on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Employer. The evaluation result shall be announced at least five (5) days prior to award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated.

19.2 Any effort by a Bidder to influence Employer and/or Consultant in the Bid evaluation, bid comparison or Contract Award decisions may result in the rejection of his Bid.

Whereas any Bidder feeling aggrieved may lodge a written complaint not later than five (5) days after the announcement of the Bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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## (F) AWARD OF CONTRACT

### **IB.20 Basis of Award**

20.1 Subject to IB.21, the Employer will award the Contract to the Bidder who:

- (a) has submitted a substantially responsive Bid;
- (b) has achieved the minimum technical qualification score in accordance with IB.20.2;
- (c) has obtained the highest Combined Technical and Financial Score as calculated under IB.20.2; and
- (d) has passed the post-qualification checks.

20.2 The award shall be made strictly in accordance with the **Most Advantageous Bid (MAB)**, the bid that offers the **best overall value** based on the disclosed criteria, not necessarily the lowest price using:

- 35% Technical Weightage, and
- 65% Financial Weightage,

and the highest combined score shall be ranked No. 1.

### **IB.21 Award of Contract (PPRA Rule 38)**

21.1 The Employer shall award the Contract to the Highest Evaluated Responsive Bidder.

21.2 A Letter of Acceptance (LOA) shall be issued to the successful bidder.

21.3 The bidder shall submit the Performance Guarantee as specified in the BDS.

21.4 The Contract Agreement shall be signed within the time specified in the LOA.

### **IB.22 Employer's Right to Reject Bids (PPRA Rule 33)**

22.1 The Employer may reject a or all bids at any time prior to acceptance.

22.2 Reasons for rejection shall be recorded in writing.

22.3 No compensation shall be made for bid preparation costs.

### **IB.23 Notification of Award**

23.1 The Successful Bidder will be notified in writing through a Letter of Acceptance (LOA).

The LOA shall outline:

- (a) the Contract value;
- (b) the accepted scope of services;
- (c) performance security requirements;
- (d) the deadline for signing the Contract Agreement.

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23.2 Upon issuance of the LOA, the Bidder becomes bound to:

- (a) furnish the Performance Security in accordance with IB.26;
- (b) sign the Contract Agreement within the period specified;
- (c) The successful bidder shall bear and pay all applicable stamp duty, as required under the laws of the Province of Sindh, on the Contract.
- (d) Commence preparations for mobilization as required.

#### **IB.24 Employer's Right to Vary Scope**

##### **24.1 Adjustment of Service Requirements**

24.1.1 At the time of Contract award, and throughout the duration of the Contract, the Employer reserves the right to increase or decrease the scope of dredging services by up to 365 days from the initial one hundred and twenty (120) planned days, without any change in:

- unit charter rates,
- day-rates,
- demobilization rates, or
- other contractual terms and conditions.

##### **24.2 Nature of Permissible Variations**

Variations may include, but are not limited to:

- (a) increases or decreases in the number of dredging days;
- (b) expansion or reduction of the dredging areas;
- (c) changes to standby or operational hours;
- (d) need for additional support craft (tugs, multicast);
- (e) extension or reduction of mobilization / demobilization efforts;
- (f) adjustments in dredging depth or soil conditions within originally stated ranges

##### **24.3 Pricing of Variations**

24.3.1 Unit rates quoted in the Contract shall apply uniformly to any increase or decrease in services up to the allowable variation limit.

24.3.2 No additional compensation shall be payable for variations within the permitted percentage range.

##### **24.4 Variations Beyond the Limit**

24.4.1 Where the Employer wishes to vary the scope by more than the allowable limit of five percent (5%), such changes may be negotiated separately with the Bidder or processed as a new procurement, consistent with applicable PPRA Rules.

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## **IB.25 Employer's Right to Accept any Bid and to Reject all Bids**

- 25.1 Notwithstanding Clause IB.25, the Employer reserves the right to accept or reject a Bid, and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Employer's action except that the grounds for its rejection shall upon request be communicated, to any Bidder who submitted a Bid, without justification of grounds. Rejection of all Bids shall be notified to all Bidders promptly.
- 25.2 No negotiation with the Bidder having been evaluated as lowest responsive or any other Bidder shall be permitted. However, the Employer may have clarification meeting(s) to get clarified any item(s) in the Bid evaluation report.

## **IB.26 Performance Security**

- 26.1 The successful Bidder shall furnish to the Employer a Performance Security equal to ten percent (10%) in the form and the amount stipulated in the Conditions of Contract within a period of seven (7) days after the receipt of Letter of Acceptance.
- 26.2 Failure of the successful Bidder to comply with the requirements of Sub-Clauses IB.23 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

## **IB.27 Signing of Contract Agreement**

- 27.1 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful Bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Employer.
- 27.2 Not used
- 27.3 The formal Agreement between the Employer and the successful Bidder shall be executed within seven (7) days of the receipt of such Form of Contract Agreement by the successful Bidder from the Employer.

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## (G) ADDITIONAL INSTRUCTIONS

### **IB.28 Instructions not Part of Contract**

28.1 Bids shall be prepared and submitted in accordance with the above Instructions to Bidders including Additional Instructions which are provided to assist Bidders in preparing their Bids, and do not constitute part of the Bid or the Contract Documents.

### **IB.29 Contract Documents**

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

### **IB.30 Sufficiency of Bid**

30.1 Each Bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Price shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works/facility.

### **IB.31 One Bid per Bidder**

31.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified and Bids submitted by him shall not be considered for evaluation and award.

### **IB.32 Bidder to inform Himself**

32.1 The Bidder shall, at his own cost and responsibility, obtain all information necessary for preparing his Bid and entering into the Contract, including all matters relating to dredging vessels, port and terminal facilities, navigational requirements, clearances, customs and import duties, taxes, regulatory obligations, operational conditions, logistics, and any other factors affecting the performance of the Services.

32.2 The Bidder shall satisfy himself with all applicable Pakistani laws, marine and port regulations, environmental requirements, taxes, duties, fee structures, navigational restrictions, and any operational constraints relevant to the mobilization, operation, and demobilization of the vessels. The Employer shall bear no responsibility whatsoever for providing or verifying any such information.

32.3 All permits, clearances, approvals, exemptions, waivers, authorizations, and licenses required for the mobilization, operation, and demobilization of the dredging vessels, crew, and equipment shall be the sole responsibility of the Bidder and shall be obtained at the Bidder's own cost and risk.

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32.4 No claim, adjustment, or additional payment shall be entertained at any stage due to the Bidder's failure to obtain, verify, or comply with any information, permission, waiver, or regulatory requirement necessary for the preparation of the Bid or execution of the Services.

**IB.33 Alternate Proposals by Bidder (if any)**

33.1 Bidders shall submit their Bid in full and strict compliance with the Bidding Documents. However, if a Bidder believes that he can offer additional value, operational efficiencies, or technical advantages to the Employer, he may, in addition to his fully compliant Bid, submit an Alternate Proposal clearly marked as such. Any Alternate Proposal shall include all relevant technical details, vessel specifications, operational plans, environmental and safety features, and any other information necessary for proper evaluation. The price entered in the Form of Bid shall correspond strictly to the compliant Bid and shall not include or depend upon any alternate option.

33.2 Alternate Proposals, if submitted, shall be considered only in respect of the highest-ranked qualified Bidder, and only if the Employer determines that the alternate option provides a clear operational or cost advantage without affecting the fairness or integrity of the procurement process. The Employer shall be under no obligation to accept any Alternate Proposal.

**Clarification Note on Alternate Proposals**

For the avoidance of doubt, Alternate Proposals (if any) shall be treated strictly as optional value-added offerings and shall not replace, modify, or qualify the Bidder's fully compliant Bid. Alternate Proposals will not be scored or evaluated for the purpose of bid ranking and shall not influence the Bidder's technical or financial score. The Employer will evaluate and rank Bids solely on the basis of the compliant Bid. The Employer may, at its sole discretion, consider the Alternate Proposal of the highest-ranked Bidder only if it provides a clear operational or commercial advantage, and without altering the Bidder's evaluated price or affecting the competitiveness or fairness of the procurement process.

**IB.34 Site Visit, Marine Conditions & Dredging Area Familiarization**

34.1 The Bidder shall, at his own cost and responsibility, visit the Site and the dredging area(s) and fully familiarize himself with all marine, operational, environmental, logistical, navigational, and regulatory conditions relevant to the performance of the Services. This includes, without limitation, access channels, berth pockets, turning basins, disposal areas, anchorages, traffic density, pilotage requirements, tidal windows, sea states, weather conditions, and any port or terminal restrictions.

34.2 The Bidder shall obtain and verify all information required for planning the mobilization, operation, and demobilization of dredging vessels, support craft, equipment, crew, and materials. This includes information relating to hydrography, seabed conditions, soil

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characteristics, meteorological and oceanographic conditions, port regulations, available facilities, bunkering, freshwater, waste reception, repairs, safe berthing, and communications.

- 34.3 Any information provided by the Employer regarding the Site or dredging area(s) shall be regarded as indicative and provided solely for reference. The Employer shall bear no responsibility for its accuracy or completeness. The Bidder shall conduct his own investigations and shall not rely on any information supplied—whether in writing, verbally, in drawings, plans, surveys, or otherwise—with independent verification.
- 34.4 The Employer shall, where practicable, facilitate access to the Site for inspections; however, such access shall be allowed only upon the express condition that the Bidder, his personnel, and agents release and indemnify the Employer and its personnel from any liability arising from such access. The Bidder shall be solely responsible for the safety of his personnel during Site visits and shall bear all associated risks.
- 34.5 The Bidder shall be responsible for obtaining all permissions, passes, port entry clearances, pilotage approvals, berth allocations, environmental approvals, navigational permissions, and any waivers or exemptions required for visiting or operating within the Site and dredging area(s). All associated costs, delays, duties, and obligations shall rest solely with the Bidder.
- 34.6 Before submitting a Bid, the Bidder shall satisfy himself in all respects regarding the conditions prevailing at the Site and dredging areas, including but not limited to:
  - (a) existing facilities, port infrastructure, and local operating conditions;
  - (b) marine traffic patterns and navigational restrictions;
  - (c) hydrographic, tidal, meteorological, climatological, and oceanographic conditions;
  - (d) means of access to and exit from the dredging area(s);
  - (e) marine safety regulations and environmental compliance requirements;
  - (f) availability of tugs, pilots, survey support, and marine services;
  - (g) availability and cost of fuel, water, provisions, labour, transport, and storage;
  - (h) risks, contingencies, and any other circumstances that may influence the Bid;
  - (i) suitability of berths, anchorages, and lay-by areas for the Bidder's proposed vessels.
- 34.7 The Bidder shall make all enquiries and assessments necessary to ensure that the proposed dredger(s), crew, equipment, and operational plans are suitable for the actual conditions at the Site. This includes determining the sufficiency of transport arrangements, vessel draught limits, safe access routes, bar conditions near port entrance, and any seasonal operational restrictions.
- 34.8 No claim, adjustment, extension of time, additional payment, or relief of obligations shall be entertained on account of the Bidder's failure to conduct adequate investigations, obtain required information, or verify existing conditions, nor for any misunderstanding or incorrect assessment of the Site, dredging area(s), or surrounding marine conditions.

34.9 By submitting a Bid, the Bidder shall be deemed to have fully inspected the Site and dredging area(s), to have fully acquainted himself with all relevant conditions and risks, and to have included adequate allowances in his Bid for all such conditions.

### **IB.35 Pre-Bid Meeting**

35.1 A Pre-Bid Meeting will be held on 19 December 2025 at 11:00 a.m. at the NLC Headquarters, Rawalpindi. The purpose of the meeting is to provide clarifications and respond to queries raised by prospective Bidders regarding the Bidding Documents, technical requirements, contractual provisions, and any other matter relevant to the preparation and submission of Bids.

35.2 All prospective Bidders, or their duly authorized representatives, are encouraged to attend the Pre-Bid Meeting. Attendance is not mandatory; however, Bidders who do not attend shall be deemed to have fully familiarised themselves with the Bidding Documents and with all clarifications or amendments issued subsequently. For security and administrative purposes, all attendee, particularly foreign Bidder representatives who choose to attend in person, must submit complete particulars, including CNIC and/or Passport details, no later than 16 December 2025. Participation via video link will be facilitated for those unable to attend in person.

35.3 Any further details regarding the Pre-Bid Meeting, including confirmation of venue or schedule, shall be communicated by the Employer in writing, as necessary.

35.4 All queries in written must be received by the Employer via email no later than three days before the pre-bid meeting (December 16, 2025). No verbal queries will be entertained.

### **IB.36 Integrity Pact**

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

### **IB.37 General Performance of the Bidders**

37.1 The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts / works (Schedule-I to bid). The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council. Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

## (H) BIDDING DATA SHEET (BDS)

Clause Ref.	Description	Data / Requirements
<b>IB.1</b>	Scope of Bid	Time Charter of TSHD $\geq 13,500 \text{ m}^3$
<b>IB.2</b>	Eligible Bidders	As per PPRA Rule 19. Foreign & local firms allowed except India & Israel. JV permitted.
<b>IB.3</b>	Cost of Bidding	Bidder to bear all costs.
<b>IB.5</b>	Last Date for Clarification (PPRA Rule 31)	<b>31 December 2025 for receipt of clarification requests.</b>  For response to last clarifications requests, 05 January 2026.
<b>IB.6</b>	Latest Addendum Issuance	05 Jan 2026
<b>IB.7</b>	Language of Bid	English only.
<b>IB.8</b>	Documents Comprising the Bid	Technical Proposal & Financial Proposal — Separate sealed envelopes.
<b>IB.9</b>	Currency	USD. Payments 50% PKR & 50% USD at exchange rate prevailing on the date of approval of invoice.
<b>IB.10</b>	Qualification Requirements	Experience, financial turnover, dredger capability, class certificates, crew.
<b>IB.12</b>	Bid Validity (PPRA Rule 26)	<b>120 days</b> from opening of Technical Bids.
<b>IB.13</b>	Bid Security (PPRA Rule 25)	<b>USD 100,000 OR PKR 30 million</b> ; validity = bid validity + 28 days.
<b>IB.14</b>	Sealing & Marking	Technical & Financial separately sealed; both inside a third outer envelope.
<b>IB.15</b>	Deadline for Submission (PPRA Rule 27)	<b>10 January 2026 – 11:30 AM</b>
<b>IB.15.5</b>	Procurement Timeline	As per tender schedule (published, pre-bid, evaluation, LOA, contract signing).
<b>IB.16</b>	Late Bids	Not accepted.
<b>IB.17</b>	Modification / Withdrawal	Modification not allowed. Bidder can withdraw before Tech meeting
<b>IB.18</b>	Technical Bid Opening (PPRA Rule 28)	<b>10 January 2026 – 12:00 Hours</b>
<b>IB.18.7</b>	Technical Evaluation Criteria	35% Weightage (as defined).
<b>IB.18.11</b>	Financial Evaluation Criteria	<b>65% Weightage (MAB formula as defined).</b> <i>Bidders offering <math>\geq 50\%</math> PKR will receive +5 points, and those offering 100% PKR will receive +10 points (per Clause 18.11.3).</i>
<b>IB.18.12</b>	MAB Formula	$S = (St \times 0.35) + (Sf \times 0.65)$

Clause Ref.	Description	Data / Requirements
<b>IB.19</b>	Confidentiality (PPRA Rule 41)	No contact with Employer during evaluation.
<b>IB.20</b>	Award Basis	Highest ranked MAB bidder.
<b>IB.21</b>	LOA Issuance (PPRA Rule 38)	After technical + financial evaluation.
<b>IB.22</b>	Right to Reject (PPRA Rule 33)	Employer may reject bids.
<b>IB.23</b>	Notification of Award	Through LOA.
<b>IB.24</b>	Variations	Up to 365 days extension at same unit rates.
<b>IB.26</b>	Performance Security	As per Contract Agreement; must be submitted within 07 days of LOA.
<b>IB.27</b>	Contract Signing	Within 07 days after submission of Performance Security.
<b>IB.28–37</b>	Other Conditions	Integrity Pact, JV rules, Alternate Proposals, Site Visit, HSE, Eligibility, Experience, PPRA compliance.

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## (I) APPENDICES & STANDARD FORMS

The Appendices are as given below:

- Appendix-A: Name of Eligible Countries
- Appendix-B: Evidence of Bidder's Capabilities

### FORMS

- Appendix-C: Bid Form - Form of Technical Proposal
- Appendix-D: Bid Form - Form of Financial Proposal
- Appendix-E: Bid Security Form
- Appendix-F: Form of Performance Security
- Appendix-G: Form of Contract Agreement
- Appendix H : Integrity Pact
- Appendix I: Dredging Methodology and Execution Plan
- Appendix J: Dredging Superintendent
- Appendix K: Contract Agreement
- Appendix L: Time Charter Party Agreement
- Appendix M: Specialized Dredging Insurance

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## **Appendix A: NAME OF ELIGIBLE COUNTRIES**

All except India and Israel.

## Appendix B: EVIDENCE OF BIDDER'S CAPABILITY

### Time Charter of Dredging Vessels

**Note:**

Bidders shall provide the following information as separate annexures and indicate below the Bid Reference (page / section / annex number) for each requirement.

S. No.	Information to be Supplied (Specific to Dredging Vessels)	Bid Reference
1	Name of Bidder, registered business address, country of incorporation.	
2	Type of firm (sole proprietor, partnership, corporation, JV) and names of owners/partners. For JV: notarized JV Agreement.	
3	<b>Financial Information (MANDATORY):</b> <ul style="list-style-type: none"> <li>Audited financial statements for last 3 years.</li> <li>Projected assets &amp; liabilities for next 2 years.</li> <li>Annual turnover: Foreign <math>\geq</math> USD 100M/year; Local <math>\geq</math> PKR 2.5B/year.</li> <li>Total works in hand.</li> <li>Total works completed in last 3 years.</li> </ul>	
4	<b>Marine Dredging Experience:</b> <ul style="list-style-type: none"> <li>Operated minimum 3 dredgers of required class.</li> <li>Completed minimum 3 dredging contracts <math>\geq</math> USD 50M in last 5 years.</li> <li>Experience in port/channel/maintenance dredging.</li> </ul>	
5	Location and address of vessel ownership/company headquarters or fleet management base.	
6	Description of dredging fleet: THSD, hopper capacity, pump/cutter power, dredging depth, production rates, fuel use, crew complement.	
7	Shipyard/manufacturing/overhaul facilities (if applicable): testing capacity, dry-dock capability, warranty support, suppliers.	
8	<b>Quality Control &amp; Safety:</b> <ul style="list-style-type: none"> <li>Dredging production monitoring system.</li> <li>QA/QC plan.</li> <li>ISO certifications (9001/14001/45001).</li> <li>ISM Code compliance.</li> </ul>	
9	<b>Human Resources:</b> <ul style="list-style-type: none"> <li>Names, qualifications, resumes of key personnel (Dredge Master, Chief Engineer, Hydrographer Cat A/B).</li> <li>Permanent staff strength.</li> <li>Number of qualified marine engineers, dredge operators, hydrographers.</li> </ul>	
10	Number of years in marine dredging or maritime construction.	

S. No.	Information to be Supplied (Specific to Dredging Vessels)	Bid Reference
11	Age, service history & operational record of each dredger vessel offered; last dry-dock (≤ 36 months).	
12	Reference list of similar dredging & hydrographic projects completed (client, scope, vessel, contract value, certificates).	
13	Details of ongoing projects and contractual commitments (per JV partner if applicable).	
14	<b>Banking Details:</b> <ul style="list-style-type: none"> <li>Banking references with authority for inquiry.</li> <li>Overdraft/credit limits, facility amount &amp; validity.</li> </ul>	
15	Health, Safety & Environmental (HSE) Plans: OSRP, MARPOL compliance, garbage plan, ballast water plan, crew medical certifications.	
16	Detailed dredging methodology: production plan, daily logs, mobilization plan, towage plan, contingency strategy.	
17	<ul style="list-style-type: none"> <li>Not used</li> </ul>	
18	<b>Vessel Certification:</b> IACS Class Certificate, Load line Certificate, Safety Equipment Certificate, Safety Construction Certificate, Radio Certificate, Flag-state documentation.	
19	<b>Mobilization Plan:</b> Mobilization timeline, towing arrangements, port clearance process, insurance, transit duration, bunkering plan.	
20	<b>Insurance Coverage:</b> P&I, H&M, towage insurance, pollution liability.	
21	<b>AIS Tracking &amp; Reporting:</b> AIS system details, daily production logs, hopper load records, cycle-time monitoring, real-time reporting capabilities.	
22	<b>Local Presence:</b> Details of the Pakistani office/agent for operations, spares, permits, regulatory support.	
23	<b>Compliance with Pakistan Laws:</b> Customs clearance capability, tax registration (where applicable), work visas, marine operation permits, port authority approvals.	
24	<b>Subcontractor (if any):</b> Details, roles, experience, subcontracting agreements.	
25	Any additional information demonstrating marine capability, operational readiness, fleet strength, or technical competence.	

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## Appendix C: Bid Form

### FORM OF TECHNICAL PROPOSAL

[On Bidder's Letterhead]

(To Be Submitted in a Separate Sealed Envelope Marked "TECHNICAL PROPOSAL")

**To:** National Dredging & Marine Services (NDMS)

**Subject:** *Technical Proposal* – Time Charter of Trailing Suction Hopper Dredgers (TSHDs) with a Minimum Hopper Capacity:  $\geq 13,500 \text{ m}^3$

We hereby submit our Technical Proposal in accordance with the requirements of the bidding documents. All information provided is complete, true, and conforms to the evaluation criteria.

We hereby confirm that the Bid Security is included in a sealed envelope in the TECHNICAL proposal submitted. Proof of purchase of bidding documents is attached.

We confirm that this Bid and the Employer's written acceptance thereof shall constitute a binding contract between us until the formal Contract Agreement is prepared and executed.

Authorized Person:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature + Stamp: \_\_\_\_\_

Date: \_\_\_\_\_

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## Appendix D: Bid Form

### FORM OF FINANCIAL PROPOSAL

[On Bidder's Letterhead]

(To Be Submitted in a Separate Sealed Envelope Marked "FINANCIAL PROPOSAL")

**Tender Title:**

Time Charter of Trailing Suction Hopper Dredgers (TSHDs)

Minimum Hopper Capacities:  $\geq 13,500 \text{ m}^3$

**Employer:**

National Dredging & Marine Services (NDMS)

**Tender No.:** \_\_\_\_\_

**Bidder's Name:** \_\_\_\_\_

**Registered Address:** \_\_\_\_\_

**Country of Incorporation:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Bid Submission Date:** \_\_\_\_\_

### DECLARATION

We, the undersigned, hereby submit our **Financial Proposal** for the services described in the Bidding Documents.

This proposal is submitted strictly in accordance with:

- the Instructions to Bidders (ITB),
- the General & Particular Conditions of Contract, and
- all Addenda issued up to the date of submission.

We confirm that:

- All prices are **inclusive of all applicable taxes, duties, insurances, overheads, and costs**, unless stated otherwise.
- All prices are quoted as per the requirements of the pricing schedules contained in the Tender.

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- This Financial Proposal is binding upon us and remains valid for the period specified in the Bidding Documents.
- We confirm that this Bid and the Employer's written acceptance thereof shall constitute a binding contract between us until the formal Contract Agreement is prepared and executed.

#### **AUTHORIZED SIGNATORY**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Stamp:** \_\_\_\_\_

## **Appendix E: BID SECURITY FORM**

### **(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

Name of Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_)

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

**KNOW ALL MEN BY THESE PRESENTS**, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, 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 Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for \_\_\_\_\_ (Particulars of Bid) to the said Employer; and

**WHEREAS**, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.26 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty-eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer, the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

**SURETY (Bank)**

WITNESS:

Signature \_\_\_\_\_

1. \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. \_\_\_\_\_  
\_\_\_\_\_

Name, Title & Address

## Appendix F: FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the 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 (Bidder) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of 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 the sole and final judge for deciding whether the Principal (Bidder) 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.

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Guarantor (Bank)

Witness:

1. \_\_\_\_\_

Signature \_\_\_\_\_

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Corporate Secretary (Seal)

Name \_\_\_\_\_

Title \_\_\_\_\_

2. \_\_\_\_\_

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Name, Title & Address

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Corporate Guarantor (Seal)

## Appendix G: FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_\_ between

(hereafter called the "Employer") of the one part and  
(hereafter called the "Bidder") of the other part.

WHEREAS the Employer is desirous that certain Supplies, viz \_\_\_\_\_ should be Provided by the Bidder and has accepted a Bid by the Bidder for the supply and completion of such scope of work therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) Addendum(s)
  - (d) The completed Form of Bid  
(Form of Technical Bid & Form of Financial Bid);
  - (e) The Particular / Special Conditions of Contract;
  - (f) The General Conditions of Contract;
  - (g) The priced Bill of Quantities;
  - (h) The completed Appendices to Bid;
  - (i) The Specifications.
  - (j) \_\_\_\_\_ (any other)
3. In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to supply and complete the Works therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Bidder, in consideration of the supply and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



**Bidding Document for  
Time Charter for Dredging Vessels**

**CA-2**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Bidder

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(Seal)

Signature of Employer

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(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

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(Name, Title and Address)

Witness:

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(Name, Title and Address)

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## Appendix H: INTEGRITY PACT (PPRA Rule-7)

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

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision 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 [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of 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 form from GoP.

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[Buyer]

[Seller/Supplier]

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## Appendix I: DREDGING METHODOLOGY AND EXECUTION PLAN

### DREDGING METHODOLOGY AND EXECUTION PLAN

(To include but not limited to following)

- 1. PROJECT OVERVIEW**
- 2. PHASE 1: PRE-DREDGING ACTIVITIES**
- 3. PHASE 2: DREDGING METHODOLOGY**

Dredging Sequence & Sectioning:

- i. Dredging Approach
- ii. Cycle Time
- iii. Soil-Specific Dredging Times
- iv. Production Calculations (daily, weekly & monthly)

- 4. PHASE 3: OPERATIONAL PROCEDURES**

- a. Daily Operations
- b. Quality Control Measures:
  - i. Survey & Verification
  - ii. Depth Achievement Strategy
- c. Traffic Management:
  - i. Coordination Protocol
  - ii. Navigation Safety

- 5. PHASE 4: DISPOSAL OPERATIONS (Disposal Site Management)**

- a. Disposal Site Details
- b. Disposal Protocol
- c. Environmental Monitoring

- 6. PHASE 5: SURVEYING & QUALITY ASSURANCE**

- a. Survey Requirements:
  - i. Survey Schedule
  - ii. Survey Specifications
- b. Quality Acceptance Criteria:
  - i. Depth Compliance
  - ii. Volume Verification

- 7. PHASE 6: HEALTH, SAFETY & ENVIRONMENT**

Safety Protocols:

- i. HSE Management
- ii. Critical Safety Measures

## Appendix J: DREDGING SUPERINTENDENT

### 1. DREDGING SUPERINTENDENT

The Dredging Superintendent shall be responsible for overseeing dredging operations, ensuring that project is completed efficiently and safely from inception to completion. He shall work in close coordination with M/s NDMS (the Charterer) for successful completion of the project (maintenance dredging works). His responsibilities include but not limited to following:

**a. Operational Oversight:**

- i. Supervision of day-to-day dredging operation
- ii. Ensure that maintenance dredging project meet production targets and schedules
- iii. Monitor dredge equipment performance and efficiency

**b. Technical Management:**

- i. Review and discuss dredging plans and methods with NDMS Project Manager
- ii. Ensure compliance with technical specifications
- iii. Make decisions on dredging procedures and equipment
- iv. deployment in consultation with NDMS Project Manager

**c. Safety & Compliance:**

- i. Enforce safety protocols and regulations
- ii. Ensure environmental compliance
- iii. Conduct safety meetings and audits

**d. Personnel Management:**

- i. Supervise dredge masters, engineers, and crew
- ii. Coordinate staffing and crew rotations
- iii. Provide training and support for dredging staff and NDMS
- iv. Team

**e. Client & Stakeholder Relations:**

- i. Liaise with clients and authorities
- ii. Report on progress and resolve issues
- iii. Attend project meetings

**f. Quality Control:**

- i. Monitor survey data and dredging accuracy
- ii. Ensure work meets contract specifications
- iii. Review and approve production reports in consultation with
- iv. NDMD Project Manager

**g. Problem Solving:**

- i. Identify and address operational challenges or delays.
- ii. Implement corrective actions to improve efficiency and productivity

## **2. BACKGROUND OF DREDGING SUPERINTENDENT:**

- i. Extensive dredging experience (10+ years)
- ii. Previous roles as dredge master or senior engineer
- iii. Strong technical and leadership skills
- iv. Maritime certifications may be required

## Appendix K: CONTRACT AGREEMENT

**Drafting Note:** Items highlighted in green within the contract will be inserted prior to signing.

This time charter Agreement (hereinafter called the “Agreement”) is made the \_\_\_\_\_ day of \_\_\_\_\_ 2026, between **National Dredging & Marine Services (Private) Limited**, a company duly organized and existing under the laws of Pakistan, with its registered office at HQ Logistics Services NLC, Near New Haji Camp, Mai Kolachi Road, Sultanabad, Karachi (hereinafter called “the **Employer**”) of the one part, and \_\_\_\_\_, with its registered office at \_\_\_\_\_ (hereinafter called the “**Contractor**”) of the other part.

Whereas the Employer desires that the Works known as **TIME CHARTER OF TRAILER SUCTION HOPPER DREDGERS (TSHD)**

should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of such Works (including providing integrated dredging services, which include making its vessel available and performing the dredging works, on the terms and conditions set forth herein) and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) Form of contract, dated \_\_\_\_;
  - (b) the Conditions of Contract, including:
    - (i) the General Conditions;
    - (ii) the Particular Conditions Part A - Contract Data; and
    - (iii) the Particular Conditions Part B - Special Provisions;
  - (c) the Specification, including:
    - (i) Specifications Part A – Specific Provisions; and
    - (ii) the Specifications Part B – Technical Provisions;
  - (d) the Drawings;
  - (e) the Bill of Quantities;
  - (f) Conditions of RFP; and

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(g) the Schedules.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

**AS THE EMPLOYER**

*for and on behalf of* **NATIONAL  
DREDGING & MARINE SERVICES  
(PRIVATE) LIMITED** through its  
authorised signatory

}

SIGNATURE

Name:

Designation:

IN THE PRESENCE OF

WITNESSES:

1- Name:

Address:

CNIC No. / Passport No.:

SIGNATURES

2- Name:

Address:

CNIC No. / Passport No.:

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**AS THE CONTRACTOR**

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*for and on behalf of* through its  
authorised signatory

Name:

Designation:

IN THE PRESENCE OF

WITNESSES:

1- Name:

Address:

CNIC No. / Passport No.:

SIGNATURE

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2- Name:

Address:

CNIC No. / Passport No.:

SIGNATURES

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## CONDITIONS OF CONTRACT

The Conditions of Contract comprise two parts:

- (a) General Conditions
- (b) Particular Conditions

### GENERAL CONDITIONS

These Conditions are the “General Conditions” which form part of the “*FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red book, Reprinted 2022 with amendments)*” published by International Federation of Consulting Engineers.

### PARTICULAR CONDITIONS

The Particular Conditions (PC) complement the General Conditions (GC) to specify dates, contractual requirements, and special circumstances related to the Works. The PC consists of two parts: Part A - Contract Data and Part B - Special Provisions. The provisions to be found in the Special Provisions (Particular Conditions - Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions - Part A) take precedence over the Special Provisions (Particular Conditions - Part B).

### PART A - CONTRACT DATA

SUB- CLAUSE	DATA TO BE GIVEN	DATA
<b>1.1.27</b>	Defects Notification Period (DNP)	No DNP for Dredging Works and one hundred and eighty-three (183) days for all other works.
<b>1.1.31</b>	Employer's name and address	National Dredging & Marine Services (Pvt.) Ltd. HQ Logistics Services NLC, Near New Haji Camp, Mai Kolachi Road, Sultanabad, Karachi
<b>1.1.35</b>	Engineer's name and address	Chief Project Officer, National Dredging & Marine Services (Pvt.) Ltd.
<b>1.1.73</b>	Sections	Completion of Works as a whole.
<b>1.1.84</b>	Contract Duration	120 days extendable
<b>1.3(a)(ii)</b>	Agreed methods of electronic transmission	Email at the following address (followed by submission of a hardcopy of such Notice of communication): procurement@ndms.pk
<b>1.3(d)</b>	Address of Employer for communications	NLC Headquarters, Harding Road, Rawalpindi – Pakistan.
<b>1.3(d)</b>	Address of Engineer for communications	-
<b>1.3(d)</b>	Address of Contractor for communications	procurement@ndms.pk
<b>1.4</b>	Contract shall be governed by the law of	The Islamic Republic of Pakistan

<b>1.4</b>	Communication/Ruling language	English
<b>1.8</b>	Number of additional paper copies of the Contractor's Documents	Eight (08)
<b>2.1</b>	The Contractor shall be given right of access to all or part of the Site within:	No later than the Commencement Date
<b>2.4</b>	Employer's financial arrangements	The Employer has sufficient funds for the project.
<b>3.2(e)(ii)</b>	Maximum percentage of the Accepted Contract Amount for which Variation may be instructed by the Engineer without the Employer's consent	One percent (1%) of the Accepted Contract Amount
<b>4.2</b>	Performance Security	Ten (10%) percent of the Accepted Contract Amount in United States Dollars (USD)
<b>4.19</b>	Period of payment for temporary utilities	Each month
<b>4.20</b>	Number of additional paper copies of progress reports	Nine (9) copies
<b>5.1(a)</b>	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	Thirty percent (30%)
<b>5.1(b)</b>	Part of Works for which subcontracting is not permitted	Dredging works and disposal of dredged material.
<b>6.5</b>	Normal working hours on the Site	Dredging works can be carried out twenty-four (24) hours per day, seven (7) days per week (i.e. 24/7) throughout the Contract period, except as stopped by the Employer/Engineer by giving advance notice to the Contractor in writing.
<b>8.3</b>	Number of additional paper copies of programmes	Eight (8) copies
<b>8.8</b>	Delay Damages payable for each day of delay	0.025% (zero point zero two five percent) of the Accepted Contract Amount for each day of delay in completion of the whole of the Works.
<b>8.8</b>	Maximum amount of Delay Damages	Ten percent (10%) of the Accepted Contract Amount
<b>8.14</b>	Applicability of Incentives for Early Completion	Not Applicable
<b>13.4(b)(ii)</b>	Percentage rate to be applied to Provisional Sums for overhead charges and profit	Twenty-five percent (25%)
<b>14.3</b>	Period of Payment	28 days
<b>14.3(b)</b>	Number of additional paper copies of Statements	Eight (8) copies
<b>14.3(iii)</b>	Percentage of Retention	5% of the amount of the Interim Payment Certificate (IPC).

<b>14.5</b>	Plant and Materials for payment when shipped	Not Applicable
<b>14.6</b>	Interim Payment Certificate (IPC) (Running Bills)	IPC will be raised on Monthly basis
<b>14.7(b)(i)</b>	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [ <i>Issue of IPC</i> ]	Within twenty-eight (28) days from the date of receipt of Engineer's Certificate for payment by the Employer
<b>14.7(b)(ii)</b>	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [ <i>Issue of FPC</i> ]	Within Sixty-nine (69) days of receipt of the Engineer's Certificate for payment by the Employer
<b>14.7(c)</b>	Period for the Employer to make final payment to the Contractor	Sixty-nine (69) days
<b>14.7(d)</b>	Period for payment of Mobilization Fee to the Contractor	Within twenty-eight (28) days of receipt of the relevant Mobilization Fee Certificate by the Employer
<b>14.8</b>	Financing charges for delayed Payment	Nil
<b>14.11.1(b)</b>	Number of additional copies of the draft Final Statement	Eight (8) copies
<b>14.15</b>	Currencies of payment of Contract Price	Local Currency (Pakistani Rupees (PKR)) and Foreign Currency (United States Dollars (USD))
<b>14.15(a)(i)</b>	Proportions or amounts of Local and Foreign Currencies are	Local Currency (PKR): Fifty percent (50%) of each payment; and Foreign Currency (USD): Fifty percent (50%) of each payment,
<b>14.15(c)</b>	Currencies and proportions for payment of Delay Damages	100% PKR if payable by NDMS and USD if payable by the Bidder.
<b>14.15(f)</b>	Rate of exchange	The TT selling rate of exchange published by the State Bank of Pakistan (SBP), as prevailing on the date of certification of invoice by the Engineer.
<b>17.2(d)</b>	Forces of nature, the risks of which are allocated to the Contractor	Nil
<b>19.1</b>	Periods for submission of: (a) evidence of insurance (b) relevant policies	(a) Not Later than the Commencement Date (b) Within Fourteen (14) days of the Commencement Date
<b>19.1</b>	(i) permitted deductible limits: (ii) insurance required for the Works (iii) insurance required for Goods (iv) insurance required for liability for breach of professional duty insurance required against liability for fitness for purpose (if any is required) (v) insurance required for injury to persons and damage to property	(i) Ten percent (10%) of the loss amount on each & every loss (ii) Nil (iii) Nil (iv) Nil (v) Nil (vi) Nil (vii) Nil  Note document to be provided

	(vi) insurance required for injury to employees (vii) other insurances required by Laws and by local practice	
<b>19.2(1)(b)</b>	additional amount to be insured (as a percentage of the replacement value)	15% of the replacement value (Accepted Contract Amount)
<b>19.2.2</b>	(i) extent of insurance required for Goods (ii) amount of insurance required for Goods	(i) from Ex-Works (i.e., works, factory, warehouse, etc.) to delivery at the Site (ii) Full replacement value
<b>19.2.3(a)</b>	amount of insurance required for liability for breach of professional duty	Full replacement value of the Works to be designed by the Contractor
<b>19.2.3(b)</b>	insurance required against liability for fitness for purpose	Yes
<b>19.2.3</b>	period of insurance required for liability for breach of professional duty	Until the date of issuance of the Performance Certificate
<b>19.2.4</b>	amount of insurance required for injury to persons and damage to property	Injury to a person and a fatal case: in accordance with the applicable Workmen Compensation Act Damage to property: Pakistani Rupees One Billion and Five Hundred Million only (PKR 1,500,000,000/-) per incident, without limit to the number of incidents.
<b>19.2.6</b>	other insurances required by Laws and by local practice (give details)	All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of the Islamic Republic of Pakistan
<b>19.2.7</b>	Insurance Companies	Insurance policies to be submitted from either National Insurance Company Limited or any other insurance company (minimum AA± rating) operating in Pakistan and acceptable to the Employer.
<b>21.1</b>	Time for appointment of DAB	Within [Number of Days to be Inserted] days after the Commencement Date, unless otherwise agreed by the Parties
<b>21.1</b>	The DAB shall comprise	Three (3) members
<b>21.6</b>	Arbitration	Disputes shall be settled in accordance with the Arbitration Act, 1940, as applicable in Pakistan. The seat of arbitration shall be Karachi, Pakistan.

## PARTICULAR CONDITIONS PART B - SPECIAL PROVISIONS

SUB-CLAUSE	AMENDMENT
<b>1.1.4</b>	<p>The definition is deleted and substituted with the following:</p> <p><b>“Base Date” means January 10, 2026.”</b></p>
<b>1.1.14</b>	<p>The definition is deleted and substituted with the following:</p> <p><b>“Contractor” means the person named as contractor in the Letter of Intent and/or the Contract Agreement, and the legal successors in title of such person.”</b></p>
<b>1.1.51</b>	<p>The following is added after the word “means”:</p> <p>“(if applicable)”</p>
<b>1.1.65A</b>	<p>The following new definition is added as a Sub-Clause 1.1.53(A) after Sub-Clause 1.1.65:</p>
<b>1.1.71</b>	<p>The following is added after the words “included in the Contract”:</p> <p>“Including Schedule A (<i>Construction Schedule</i>), Schedule B (<i>Method of Performing the Work</i>), (<i>List of Major Equipment</i>), Schedule D (<i>Organization Chart</i>) and Schedule E (<i>List of Sub-Contractors</i>),</p>
<b>1.1.76</b>	<p>The following is added at the end of the definition:</p> <p>“and consists of two parts, i.e.,</p> <ul style="list-style-type: none"> <li>i) Part A - Specific Provisions; and</li> <li>ii) Part B - Technical Provisions”.”</li> </ul>
<b>1.1.81</b>	<p>The definition is deleted and substituted with the following:</p> <p><b>“Tender” means, if applicable:</b></p> <ul style="list-style-type: none"> <li>(a) the RFP floated by the Employer, bid submitted by the Contractor to the Employer in response to the RFP prior to signing of the Contract Agreement;</li> <li>(b) cumulatively, the Letter of Intent, the Contractor’s Proposal, the JV Undertaking (if applicable), and all other document documents which the Contractor submitted with its bid; or</li> <li>(c) such other equivalent documents submitted by the Contractor to the Employer prior to signing of the Contract Agreement, in each case, as included in the Contract”</li> </ul>
<b>1.5 Priority of Documents</b>	<p>The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:</p> <ul style="list-style-type: none"> <li>(a) the Contract Agreement;</li> <li>(b) the form of contract;</li> <li>(c) the Particular Conditions Part A - Contract Data;</li> <li>(d) the Particular Conditions Part B - Special Provisions;</li> <li>(e) the General Conditions;</li> <li>(f) the Specifications Part A – Specific Provisions</li> </ul>

SUB-CLAUSE	AMENDMENT
	<p>(g) the Specifications Part B – Technical Provisions        (h) the Bill of Quantities;        (i) any other documents forming part of the Contract.</p>
<b>1.6 Contract Agreement</b>	<p>In the last line of the first paragraph, the text “shall be borne by the Employer” shall be deleted and substituted by “shall be borne by the Contractor”.</p>
<b>1.12 Confidentiality</b>	<p>After the second paragraph of this Sub-Clause, add:</p> <p>“If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer, whose award shall be final.”</p> <p>After the last paragraph of this Sub-Clause, add:</p> <p>“Should the Employer suffer any loss whatsoever due to non-compliance of the obligations provided under this Sub-Clause 1.12 [<i>Confidentiality</i>] by the Contractor, his representative, his office staff, and all other persons employed by him, as well as of his Subcontractors, the Contractor shall fully indemnify the Employer therefore. Beyond this, the Employer retains the right to take any further steps which it deems suitable in this connection.”</p>
<b>2.1 Right of Access to the Site</b>	<p>After the last paragraph of this Sub-Clause, add:</p> <p>“Notwithstanding the foregoing, the respective areas of the Site designated in the Drawings will be handed over to the Contractor in the determined sequence according to the Contract, and/or in accordance with the Contractor’s proposals for execution of the Works as approved by the Employer / Engineer. The Employer (will carry out this handover each time after receipt of the Contractor’s application, approved by the Engineer. At the Commencement Date, the Contractor will be handed over by the Employer an adequately large part of the Site, which takes his requirements into account, enabling him to commence the Works and to proceed with the approved programme. Adequate areas as shown on the Drawings and/or as deemed suitable by the Employer (for the setting up of storage and working places including of workshop, provision of berthing facilities for Contractor’s vessels, as well as for the erection of sheds, storage rooms, for the setting up of temporary plant and setup, within Port premises, will be placed at the Contractor’s disposal without any charge. Further areas required by the Contractor shall be procured by him at his own expense.</p> <p>The approach to active Port roads, operational areas, and other approaches and roads must be kept clear for general and public traffic during all construction phases by the Contractor.</p>

SUB-CLAUSE	AMENDMENT
	<p>The Contractor shall prepare, improve, and maintain at his own expense all areas placed at his disposal, as well as all roads and approaches used by him inside or outside the area of work.</p>
<b>2.4 Employer's Financial Arrangements</b>	<p>After the last paragraph of Sub-Clause 2.4, add:</p> <p>“The Employer shall not be responsible for the arrangement of additional payment security and any costs, fees, or expenses arising from the Contractor’s demand, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) Confirmation of Letter(s) of Credit (LC) through a foreign bank or financial institutions;</li> <li>(b) Bank guarantees;</li> <li>(c) Performance bonds;</li> <li>(d) Insurance costs; or</li> <li>(e) Any other financial instruments or arrangements requested by the Contractor to secure their payment.”</li> </ul>
<b>2.7 Temporary Importation, Licenses, and Customs Clearance</b>	<p>The following Sub-Clause 2.7 is added after Sub-Clause 2.6:</p> <p>“The Contractor shall remain responsible for the earliest clearance of his plant, material, Contractor’s Equipment, etc, from the customs as per prevailing rules. The Employer shall reasonably assist and facilitate the Contractor for temporary importation and customs clearance of the Contractor’s Equipment (including the relevant vessels and the dredging equipment, machinery, and accessories onboard it). Both Parties shall each appoint in advance a dedicated representative for such purposes.</p> <p>The Contractor shall be responsible for preparing all documentation required for temporary importation and customs clearance. The Employer shall provide all reasonable assistance and support to the Contractor.</p> <p>The Contractor shall be responsible for ensuring that all vessels possess valid statutory and class certificates and are free from any deficiencies that may lead to detention or adverse remarks under Port State Control (PSC) inspections, customs inspections, or coast guard inspections. The Contractor shall promptly rectify any non-conformities so identified.</p> <p>The Contractor shall bear the cost of customs duty, sales tax, and any other applicable tax/duty, in each case, related to the temporary import clearance of the vessel. The amount of such customs duty, sales tax, and all other duties shall correspond to the rate in force at the time of the import into Pakistan. The Contractor shall bear, and the rates and prices under the Contract shall be deemed to include, all expenses in</p>

SUB-CLAUSE	AMENDMENT
	<p>connection with the landing and shipment of all materials, dredging plant, Contractor's Equipment or other things, whether for permanent or temporary works brought into or dispatched from Pakistan through the Port Qasim or any other ports for the purpose of the Works including port and light dues, pilot charges, land in charges, wharfage, demurrage and all other similar charges and dues, where applicable.</p> <p>The Contractor shall obtain all necessary import and export licenses for all Contractor's Equipment. Temporary Works, Plant, and materials of any kind whatsoever required for the execution of the Works. The Contractor shall bear all costs incurred in the acquisition of such licenses and shall be deemed to have satisfied himself with regard to all his liabilities under the Laws governing the processing of the said licenses, and no separate payment will be made to the Contractor in respect of such costs. The Contractor shall ensure that requests for import and export licenses are submitted in sufficient time to complete all formalities before the said licenses are required.</p> <p>The Contractor shall provide the Employer, Port Authorities, and the Engineer with receipts for all articles imported by the Contractor under the Contract, in order to register each individual shipment received at the Site. Each shipment shall be carefully checked on arrival at the Site by the Contractor.</p> <p>Aside from the cost of customs duty, sales tax, and any other applicable tax/duty, in each case, related to the temporary import clearance of the vessels (which shall also be paid by the Contractor), and subject to the applicable Laws, the Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract may be temporarily exempt from the payment of import duties and taxes upon initial importation, provided that the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of the Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the</p>

SUB-CLAUSE	AMENDMENT
	<p>residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Subject to the applicable Laws, such import duties and taxes shall be due and payable to the customs authorities by the Contractor on:</p> <ul style="list-style-type: none"> <li>(a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be re-exported; and</li> <li>(b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract.</li> </ul> <p>If the amounts are not paid upon being invoiced, the security shall be called in the full amount remaining.”</p> <p>The Contractor shall have the right to replace the Contractor's Equipment with similar equipment exhibiting equivalent or superior performance, as permitted under the Contract, subject to the Employer's prior written approval and at no additional cost to the Employer, provided that such replacement does not adversely affect the timely completion of the Works. Upon receipt of such approval from the Employer, and arrival and customs clearance (if applicable) of the new Contractor's Equipment, the Employer shall not be entitled to occupy or detain the Contractor's Equipment being replaced.</p>
<b>2.8 Use of Employer's Security Resources/Services</b>	Not used
<b>3.2 Engineer's Duties and Authority</b>	<p>The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <ul style="list-style-type: none"> <li>(a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [<i>Subcontractors</i>].</li> <li>(b) Any action under Sub-Clauses 8.9 [<i>Employer's Suspension</i>] and 8.12 [<i>Prolonged Suspension</i>].</li> <li>(c) Issuance of “Taking Over Certificate” under Sub-Clause 10.1 [<i>Taking Over the Works and Sections</i>].</li> <li>(d) Issuing the “Performance Certificate” under Sub-Clause 11.9 [<i>Performance Certificate</i>].</li> <li>(e) Sub-Clause 13.1 [<i>Right to Vary</i>]: instructing a Variation, except; <ul style="list-style-type: none"> <li>(i) in an emergency situation as determined by the</li> </ul> </li> </ul>

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	<p>Engineer, or</p> <p>(ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data, provided that such Variations (including Variations that have been previously instructed by the Engineer under this Sub-Clause) do not exceed, in aggregate, five percent (5%) of the Accepted Contract Amount.</p> <p>(f) Sub-Clause 13.3 [<i>Variation Procedure</i>]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [<i>Variation by Request for Proposal</i>] or 13.2 [<i>Value Engineering</i>].</p> <p>(g) Certifying release of the second half of the Retention Money under Sub-Clause 14.9 [<i>Release of Retention Money</i>].</p> <p>(h) Issuing Final Payment Certificate under Sub-Clause 14.13 [<i>Issue of FPC</i>].</p> <p>(i) Any action under Sub-Clause 8.5 [<i>Extension of Time for Completion</i>].</p> <p>(j) Certifying additional cost determined under Sub-Clause 4.12 [<i>Unforeseeable Physical Conditions</i>].</p> <p>(k) Any action under Sub-Clause 8.8 [<i>Delay Damages</i>].</p> <p>Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [<i>Agreement or Determination</i>], as stated in Sub-Clause 3.2 [<i>Engineer's Duties and Authority</i>] of the General Conditions.</p> <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer (in consultation with), an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p> <p>The following is added after the words “the Employer’s consent is required” in the fourth paragraph:</p> <p>“stating that the Employer’s consent has been obtained for that specified authority”</p>

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	<p>After the end of the last paragraph of this Sub-Clause, add:</p> <p>“Failure of the engineer to disapprove any work or materials shall not prejudice his power subsequently to disapprove such works or materials.”</p>
<b>3.9 Engineer not Liable</b>	<p>The following Sub-Clause 3.9 is added after Sub-Clause 3.8:</p> <p>“Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of material, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer’s authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representative, staff or employees or any other person performing any portion of the Works.”</p>
<b>4.2 Performance Security</b>	<p>In the second line of the first paragraph of Sub-Clause 4.2.1, the text “within 28 days after receiving the Letter of Acceptance” shall be deleted and substituted by ““within Seven (07) days after receiving the Letter of Acceptance””.</p> <p>After the end of the first paragraph of Sub-Clause 4.2.1, add:</p> <p>“The Performance Security shall be in the form of an unconditional, irrevocable and on demand Bank Guarantee, from any Scheduled Bank of Pakistan, having its branch in Karachi, Pakistan, and having minimum AAA rating, in favour of the Employer and Port Authority.</p> <p>The Contractor shall ensure that the Port Authority shall be named, together with the Employer, as a co-beneficiary under the Performance Security. The Performance Security shall expressly state that either the Employer or Port Authority may, independently or jointly, demand, draw or encash the Performance Security up to its full value, without reference to or consent from the other, upon occurrence of the events provided under Sub-Clause 4.2.2 [Claims under the Performance Security].”</p> <p>In the first paragraph of Sub-Clause 4.2.2, the text “The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer” shall be deleted and substituted by “The Employer shall not, and shall ensure that Port Authority shall not, make a claim under the Performance Security, except for amounts to which the Employer or Port Authority”.</p>

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	<p>In the second paragraph of Sub-Clause 4.2.2, the text “to the extent that the Employer was not” shall be deleted and substituted by “to the extent that the Employer or Port Authority was not”.</p>
<b>4.4 Contractor's Document</b>	<p>First paragraph of Sub-Clause 4.4.2 is deleted, and the text in the last paragraph is substituted with the following:</p> <p>“At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer eight (8) copies and one reproducible copy of all Drawings amended to conform with the Works ‘As Built’. The price of such Drawings shall be deemed to be included in the Contract Price.”</p> <p>After Sub-Clause 4.4.3, the following Sub-Clause 4.4.4 and Sub-Clause 4.4.5 are added:</p> <p>“4.4.4 Shop Drawings</p> <p>The Contractor shall submit to the Engineer for review four (4) copies of all shop and erection drawings applicable to this Contract as per the provisions of these Conditions.</p> <p>4.4.5 Engineer’s Review</p> <p>Any review and approval by the Engineer under this Sub-Clause shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory, and the Engineer’s review or approval shall not relieve the Contractor of any of his responsibilities and obligations under the Contract.”</p>
<b>4.6 Co-operation</b>	<p>After the end of the third paragraph of this Sub-Clause, add:</p> <p>“and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors on the Site”</p>
<b>4.8 Health and Safety Obligations</b>	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall, at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the Engineer.</p> <p>Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour as well as those of the Engineer’s Representatives, Engineer’s staff, other persons and</p>

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	<p>property, at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.”</p>
<b>4.11 Sufficiency of the Accepted Contract Amount</b>	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“Notwithstanding the foregoing, the Accepted Contract Amount excludes sales tax.”</p>
<b>4.20 Progress Reports</b>	<p>At the end of sub-paragraph (g), the word “and” is deleted, and at the end of sub-paragraph (h), the full stop (.) is replaced with “;”, and the following new sub-paragraphs are added as:</p> <p>“(i) a detailed programme for the whole of the Works (in hard colour copy as well as soft copy of Primavera or Equivalent Software Schedule) for the following components:</p> <p>Execution of Works and Equipment deployment schedules;</p> <p>Labour Employment;</p> <p>Local Material Procurement;</p> <p>Material Imports, if any;</p> <p>Other details as required by the Engineer; and</p> <p>Salient Contractual and Project Information.</p> <p>(j) a detailed planned programme for the execution of the Works for the next fifty-six (56) days to enable the Engineer to determine its programme of inspection and testing.”</p> <p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“During the period of the Contract, the Contractor, in addition to the requirements of Specifications, shall submit to the Engineer not later than the sixth (6th) day of the following month, nine (9) hard colour copies of the Monthly Progress Reports (along with one (1) soft copy of Primavera or equivalent monitoring software File) covering:</p> <p>A Construction Schedule indicating the monthly progress in percentage;</p> <p>Description of all work carried out since the last report;</p> <p>Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;</p> <p>Monthly summary of daily job record;</p>

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	<p>Color photographs of required size and quantity advised by the Engineer, so as to illustrate progress (digital and hard copy); and</p> <p>Information about problems and difficulties encountered, if any, and proposals to overcome the same.</p> <p>During the period of the Contract, the Contractor shall keep a daily record of work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location, quantities constructed, quantities underway, assignment, and working status of all the Contractor's Equipment.”</p>
<b>5.1 Subcontractors</b>	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer, or Port Authority, under sub-paragraph (a) of Sub-Clause 15.2.3 [After Termination], including assignment of any Original Equipment Manufacturer (OEM) securities to the Employer.</p> <p>The Contractor shall give reasonable opportunity and preference to contractors from the Islamic Republic of Pakistan for subcontracts for the Works, and endeavor to employ such contractors as Subcontractors, provided that in the case of foreign contractors, the Contractor shall ensure that such contractors are not:</p> <ul style="list-style-type: none"> <li>(a) any person whose primary residence is in or who is incorporated or organized under the laws of a country: <ul style="list-style-type: none"> <li>(i) which is subject to sanctions levied by the United Nations (or the Security Council thereof) pursuant to authority derived from Article 41 of Chapter 7 of the United Nations Charter (Sanctioned Country); or</li> <li>(ii) with which the Government of Pakistan does not have commercial or trade relations or otherwise does not maintain official diplomatic relations (an Unfriendly Country);</li> </ul> </li> <li>(b) any national government, or any political subdivision, of any Sanctioned Country or Unfriendly Country;</li> <li>(c) any ministry, department, authority, or statutory corporation of, or any corporation or other entity (including a trust), owned or controlled directly or indirectly by the national government, or any political subdivision, of any Sanctioned Country or Unfriendly Country;</li> </ul>

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	<p>(d) any person who has been blacklisted by any federal or provincial government, governmental body, or non-governmental department/ agency, whether in Pakistan or the government or governmental body of any foreign countries and/ or international organizations; or</p> <p>(e) any person that poses a national security risk.</p> <p>The Employer will not recognize the existence of any Subcontractor or supplier in any matter concerning the administration of the Contract.”</p>
<b>6.1 Engagement of Staff and Labour</b>	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“The Contractor shall submit to the Employer for approval the names, nationalities, and other details of foreign personnel that he intends to employ in executing the Works.</p> <p>The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan, keeping in view Pakistan Engineering Council PEC Guidelines for New, Renewal and Upgradation of Constructors – PEC Policy 2017 updated May 2023, Note-1 under Table ‘D’, Page 17. In any case, the Contractor shall be responsible for the return to the place where they were recruited or to their domicile of all such persons as he recruited and employed for the purposes for in connection with the Contract and shall maintain such persons as are to be so returned in a suitable manner until they shall have left the Site or, in the case of persons who are not nationals of and have been recruited outside Pakistan shall have left Pakistan.”</p>
<b>6.3 Recruitment of Persons</b>	<p>In the second line of the first paragraph of Sub-Clause 6.3, the text “amongst the Employers Personnel” shall be deleted and substituted by “amongst the Port Authority’s, the Engineer’s or Employers Personnel, except with the prior written consent of the Employer, Port Authority or the Engineer, as the case may be”.</p>
<b>6.6 Facilities for Staff and Labour</b>	<p>At the end of the first paragraph of this Sub-Clause, add:</p> <p>“including all supervisory staff and labour. Such accommodation and facilities shall include all fencing, electricity supply, sanitation, cookhouses, fire prevention, and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer (or, if opted by the Employer, to Port Authority) or if the Employer (in consultation with Port Authority) so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site</p>

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	reinstated to its original condition at the risk and cost of the Contractor, all at the approval of the Engineer.”
<b>6.7 Health and Safety of Personnel</b>	<p>Delete the existing Sub-Clause and substitute with the following:</p> <p>“In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at the Site, responsible for maintaining health, safety, and protection against accidents, and answering all questions regarding such matters. The above compliance shall also be extended to the Engineer, the Engineer’s Representative, and their staff at the Site, and the Port Authority’s engineer. This health and safety officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective measures to prevent accidents. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.</p>
	<p>Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of the Contractor’s Personnel, including those of the Engineer’s Representatives and its staff, as well as Port Authority’s staff, employees, and contractors at the Site, at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements. In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan in general and Port Authority’s Standard Operating Procedures (SOPs) in particular, with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.</p>

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	<p>The Contractor shall make, maintain, and submit reports to the Engineer concerning the safety, health, and welfare of persons and damage to property, as the Engineer may from time to time prescribe. During the course of construction, the Contractor shall comply and adhere to all SOPs in place with Port Authority and would be required to obtain in advance all necessary No Objection Certificates (NOCs) and required clearances from the concerned departments of Port Authority.”</p>
<b>6.8 Contractor's Superintendence</b>	<p>Insert the following at the end of sub-paragraph (a) of this Sub-Clause: “or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties. A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in the English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”</p> <p>Insert the following at the end of the last paragraph of this Sub-Clause: “The Contractor's authorized representative and its other engineers working at the Site shall possess valid registration with the Pakistan Engineering Council, and shall be qualified and experienced professionals in marine dredging works. The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.”</p>
<b>6.12 Key Personnel</b>	<p>Insert the following at the end of the last paragraph of this Sub-Clause: “If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”</p>
<p>The following Sub-Clauses 6.13 to 6.25 are added after Sub-Clause 6.12:</p>	
<b>6.13 Foreign Personnel</b>	<p>The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavors in a timely and expeditious manner to assist the Contractor</p>

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	<p>in obtaining any local, state, national, or government permission required for bringing in the Contractor's Personnel.</p> <p>The Contractor shall make any necessary arrangements for the transport, to any place as required for burial, of any of his expatriate employees or members of their families who may die in Pakistan.</p>
<b>6.14 Supply of Foodstuffs</b>	<p>The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.</p>
<b>6.15 Supply of Water</b>	<p>The Contractor at his own cost shall, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or the Engineer's Representative, an adequate supply of drinking and other water for the use of his staff, labour and those of the Engineer and his Representatives.</p>
<b>6.16 Measures against Insect and Pest Nuisance</b>	<p>The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including the use of appropriate insecticides.</p>
<b>6.17 Alcoholic Liquor or Drugs</b>	<p>The Contractor shall not, otherwise than in accordance with the Laws, statutes, Ordinances and Government Regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.</p>
<b>6.18 Arms and Ammunition</b>	<p>The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.</p>
<b>6.19 Festivals and Religious Customs</b>	<p>The Contractor shall respect the Country's recognized festivals, days of rest, and religious or other customs.</p>
<b>6.20 Funeral Arrangements</b>	<p>The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.</p>
<b>6.21 Forced Labour</b>	<p>The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour, or similar labour-contracting arrangements.</p>

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<b>6.22 Child Labour</b>	The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant Law(s) in force in the Islamic Republic of Pakistan.
<b>6.23 Employment Records of Workers</b>	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].
<b>6.24 Non-Discrimination and Equal Opportunity</b>	<p>The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers, and children (of working age in accordance with Sub-Clause 6.22).</p>
<b>6.25 Epidemics and Pandemics</b>	<p>In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.</p> <p>The Contractor confirms that:</p> <ul style="list-style-type: none"> <li>(a) the Contractor: (i) should be aware of any pandemic situation; (ii) understands the risks related to, and arising from pandemic; and (iii) understands how the pandemic and the associated risks shall impact and/or affect the Contractor's execution of the Works;</li> <li>(b) the Contractor: (i) has accounted for, and (ii) is solely</li> </ul>

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	<p>responsible for managing and mitigating any and all risks associated with any pandemic during the Contractor's execution and completion of the Works; and</p> <p>(c) the Contractor acknowledges and accepts the matters described in sub-paragraphs (a) and (b) and confirms that the Contractor shall execute and complete the Works in accordance with the Contract.</p> <p>Without limiting the provisions of sub-paragraphs (a), (b), and (c) above, the Contractor further confirms that:</p> <p>(a) the Programme, and any method the Contractor utilizes to execute the Works, has enough flexibility to account for the adequate HSE measures and other directives/orders issued and/or advised by the Pakistan Authorities from time to time in relation to the pandemic, which includes but is not limited to restricting the movement of human and equipment resources; and</p> <p>(b) the resources required to carry out any Works, including but not limited to any Construction, design, inspection, materials, equipment, and manpower, as specified in the Contract and required for the works, are available and shall be sourced by the Contractor to meet the requirements of the agreed programme of the works.</p> <p>Notwithstanding the provisions of the preceding paragraphs, if the Contractor suffers delays in the execution of the Works due to disruptions caused by undertaking additional HSE measures and directives/orders instructed by the Employer, PQA or any government authority to the Contractor's personnel or affiliated parties, Subcontractors and/or agents, and if such disruptions are out of the Contractor's control, and the Contractor has mitigated such disruptions to the best of his knowledge and experience as a competent professional Contractor, and have caused the Time for Completion to be delayed, then the Contractor shall, subject to approval by Employer:</p> <p>(a) be entitled to request an extension of time for the period that the Time for Completion is delayed by such disruptions;</p> <p>(b) not be entitled to any additional costs, fees, or any increase in the Contractor's fees or payment under this Contract for any extension of time under this Sub-Clause 6.25 [<i>Epidemics and Pandemics</i>]; and</p> <p>(c) give notice to the Employer with all necessary details of the Contractor's request for an extension to the Time for Completion in accordance with this Sub-Clause 6.25 [<i>Epidemics and Pandemics</i>], as may be necessary in the</p>

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	<p>circumstances.</p> <p>Following receipt of such notice, the Employer shall review and provide its assessment of such request in accordance with the provisions of the Contract.</p>
<b>7.1 Manner of Execution</b>	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“If, in the reasonable opinion of the Engineer, the Contractor’s progress or performance of the Works is unsatisfactory, including failure to achieve the expected or required levels of productivity, output, or efficiency, the Engineer may issue a written instruction requiring the Contractor to mobilize such additional dredgers, equipment, plant, personnel, or other resources as are necessary to achieve the desired productivity and to maintain the approved programme under Sub-Clause 8.3 [Programme].</p> <p>The Contractor shall comply with such instruction promptly and shall bear all costs and expenses associated with the mobilization, operation, and demobilization of any additional dredgers, equipment, plant, or personnel required under this Sub-Clause. Such compliance shall not entitle the Contractor to any extension of time, adjustment of the Contract Price, or other relief under the Contract.</p> <p>For the avoidance of doubt, an instruction issued by the Engineer under this Sub-Clause shall not constitute a Variation within the meaning of Clause 13 [Variations and Adjustments], nor shall it relieve the Contractor of any of the Contractor’s obligations or liabilities under the Contract, nor shall it entitle the Contractor to any extra payment on account of employing such additional dredgers, equipment, plant, or personnel.”</p>
<b>7.7 Ownership of Plant and Materials</b>	<p>The following is added before the first paragraph of this Sub-Clause:</p> <p>“Except as otherwise provided in the Contract,”</p> <p>Insert at the end of the last paragraph of this Sub-Clause:</p> <p>“All dredging plant, Temporary Works, Plant and Materials shall, when brought on the Site, be deemed to have passed into the possession of the Employer (or at the Employers discretion, possession of the Port Authority), and the Contractor shall not remove them, or any other Plant or material that is the property of the Employer from the Site, either fully or partly, without the written permission of the Engineer. If it becomes necessary to:</p> <p>remove any item of such plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer and Port Authority requesting consent to remove the defective or damaged</p>

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	<p>item from the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer or Port Authority may reasonably require; or</p> <p>replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer and Port Authority clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).</p> <p>The Employer shall, however, accord the Contractor the exclusive use of the dredging plants, Temporary Works, and Materials that are brought on the Site by the Contractor for the construction and completion of the Works, provided that the case does not occur, which gives the Employer the right to expel the Contractor from the Site and to continue with the Works itself. After final dismantling of such dredging plants, Temporary Works or Materials for temporary use with the approval of the Engineer, these shall be deemed to be transferred back to the Contractor's property again. After completion of the Works, the rest of the said dredging Plant and Temporary Works, as well as any unused materials supplied by the Contractor, will likewise be transferred back to the Contractor and shall be removed from the Site by him. The entry and exit of all equipment deployed at Site (including the Contractor's Equipment) shall be subject to Port Authority's prior permission.</p> <p>Where any item of Plant and/or Materials has become the property of the Employer, or Port Authority (as applicable), under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.</p> <p>The Contractor shall indemnify and hold the Employer and Port Authority harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plants and/or Materials that has become the property of the Employer, and/or Port Authority (as applicable), under this Sub-Clause.”</p>

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	<p>After the end of the first paragraph of this Sub-Clause, add:</p> <p>“The approved versions of manufacturers' operating and maintenance instructions, warranties, guarantees, inspection sheets, and parts lists, which are to be furnished with certain items of materials incorporated into the Works, shall be delivered to the Engineer, for further handing over to Port Authority, prior to the issue of the Taking-Over Certificate by the Engineer.</p> <p>Should the Employer require, the Employer shall have the right of first refusal to buy all dredging plants and Materials, etc., which will be sold by the Contractor in Pakistan on completion of the Works. If the Employer elects not to exercise such right, the Contractor shall offer the same right of first refusal to Port Authority.</p>
<b>7.9 Use of Pakistani Materials and Services</b>	<p>The following Sub-Clause 7.9 is added after Sub-Clause 7.8:</p> <p>“The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, Plant, and equipment indigenous to or produced or fabricated in Pakistan, and services available in Pakistan, provided such materials, supplies, plant, equipment, and services shall be of the required standard.”</p>
<b>8.1 Commencement of Works</b>	<p>The first paragraph of this Sub-Clause shall be deleted in its entirety and substituted with the following:</p> <p>“After the signing of the Contract by both Parties, the Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than [7 (seven)] days before the Commencement Date.”</p>
<b>8.2 Time for Completion</b>	<p>The following is inserted after the last paragraph of this Sub-Clause:</p> <p>“Notwithstanding the above, unless otherwise notified by the Engineer, the Contractor shall ensure that the dredging works are commenced as soon as reasonably practicable upon customs clearance of the dredging plant in accordance with the Specification.</p>
<b>8.3 Programme</b>	<p>The following is inserted at the end of the last paragraph of this Sub-Clause:</p> <p>“The revised Programme should be in the form of:</p> <ul style="list-style-type: none"> <li>(a) Critical Path Method (CPM) identifying the critical path/activities along with bar charts.</li> <li>(b) Soft copy of Programme / Schedule on the platform of the Project Management software being employed.”</li> </ul>
<b>8.5 Extension of Time of Completion</b>	<p>The following is added at the end of this Sub-Clause:</p> <p>“Notwithstanding anything contained in this clause, the Employer and the Contractor may, at any time, mutually agree in writing to extend the Time for</p>

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	Completion for any reason deemed appropriate by both Parties. Such agreement shall be confirmed by the Engineer, and such extension shall not constitute a Variation.”
<b>11.11 Clearance of Site</b>	<p>The following is added before the first paragraph of this Sub-Clause:</p> <p>“The Contractor shall, within Twenty (20) days after the date of issue of the Taking-Over Certificate, remove from the Site all Contractors’ Equipment, Temporary Works, and unused materials that are not required during the Defects Notification Period. The remaining Contractor’s Equipment, Temporary Works and unused materials shall be removed from the Site within Seven (7) days after the date of issue of the Performance Certificate. After the expiration of either of the periods referred to above, the Employer and/or Port Authority will be entitled to levy storage charges for Contractor’s Equipment, Temporary Works and unused materials remaining on the Site and, upon serving 14 days’ notice upon the Contractor:</p> <ul style="list-style-type: none"> <li data-bbox="509 983 1416 1096">(a) sell any such Contractor’s Equipment, Temporary Works and materials as aforesaid (to the extent permitted by applicable Laws), and</li> <li data-bbox="509 1107 1416 1590">(b) return at the Contractor’s expense any Contractor’s Equipment held by him under any agreement for hire or hire purchase to the person firm or company from whom it was held by the Contractor, and reinstate and clean the Site (as may be necessary), and after deducting from the proceeds of sale the costs charges and expenses of, and in connection with, such sale, return, reinstatement and cleaning of the Site as aforesaid shall pay the balance (if any) to the Contractor but to the extent that the proceeds of any sale are insufficient to meet all such costs charges and expenses the excess shall be a debt due from the Contractor to the Employer and/or Port Authority and shall be deductible or recoverable by the Employer and/or Port Authority accordingly as aforesaid.”</li> </ul>
<b>11.12 Supervisory Assistance during DNP</b>	<p>The following Sub-Clause 11.12 is added after Sub-Clause 11.11:</p> <p>“If provided under the schedule of prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer’s operation and maintenance of the Plant for the period specified in the schedule of prices after the Date of Completion.”</p>
<b>12.2 Method of Measurement</b>	<p>The following paragraph is added at the end of this Sub-Clause</p> <p>“Summary of measured quantity for payment shall be delineated item-wise under four heads, namely: “Schedule of Prices Quantity”,</p>

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	“Quantity Executed To-date”, “Quantity Certified Previously,” and “Net Quantity Executed under this Certificate.”
<b>12.3 Valuation of the Works</b>	<p>In sub-paragraph (b)(i) of the fourth paragraph of this Sub-Clause, the text “more than 10%” shall be deleted and substituted by “more than 20%”.</p> <p>Sub-paragraph (b)(ii) of the fourth paragraph of this Sub-Clause shall be deleted in its entirety and substituted by “[Not Used]”</p> <p>Sub-paragraph (b)(iii) of the fourth paragraph of this Sub-Clause shall be deleted in its entirety and substituted by “[Not Used]”</p>
<b>13.4 Provisional Sums</b>	<p>The following paragraph is added as the penultimate paragraph of this Sub-Clause:</p> <p>“The Provisional Sum shall be used to cover the Employer’s share of the DAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAB. The Contractor shall submit the DAB members’ invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3 [Application for Interim Payment].”</p>
<b>13.6 Adjustments for Changes in Laws</b>	<p>The following paragraph is added at the end of this Sub-Clause:</p> <p>“Notwithstanding the foregoing, the Contractor shall not be entitled to an Extension of Time if the relevant delay has already been taken into account in the determination of a previous Extension of Time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”</p>
<b>14.1 The Contract Price</b>	<p>The following paragraph is added at the end of this Sub-Clause:</p> <p>“The Contractor shall bear all expenses in connection with the landing and shipment of all plant materials or other items brought into or dispatched from Karachi for the purpose of the Contract including port dues, pilotage charges wharfages etc.</p> <p>Demurrage will be applicable on all imported material, plant, and equipment, which become part of the permanent works, according to the rules and regulations of Port Authority in force at that time.</p> <p>The Contractor will pay to the Employer or the relevant authority (including, if applicable, Port Authority) all port charges gazetted by the Government of Pakistan relating to both vessels and cargo. No port charges would be leviable on the Contractor’s vessels which enter the</p>

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	<p>port by passing the fairway buoy while dredging or otherwise working. Such charges include but are not restricted to berth fees, wharfage, hire of port crafts, services provided to vessels either at berth or in the steam, etc. The Contractor will pay to any authorized agent of the Employer, or relevant authority (including, if applicable, Port Authority), the charges levied on handling cargo or hiring equipment. The Contractor shall be, subject to approval of Port Authority, exempted from the use of the Employer's or Port Authority's pilot for the purpose of carrying out this Contract. However, in case any port charges including the pilotage fees are charged, these fees will be reimbursed to the Contractor in his invoice, with the exception of mooring charges, if not used for survey purpose, and the hire of all port craft or other equipment and the supply of water and other services to the Contractor which charges will be paid by the Contractor at the time the service or hire is provided.</p> <p>The Contractor shall pay all the dues, fees, and other charges as may from time to time be in force in connection with the use of the Employer's or Port Authority's floating plant and crafts.”</p>
<b>14.6 Issue of IPC</b>	<p>In the first line of the first paragraph of Sub-Clause 14.6.1, the words “28 days” are substituted by “30 days”.</p>
<b>14.7 Payment</b>	<p>The following is added at the start of the first paragraph of this Sub-Clause:</p> <p>“Subject to establishment of the Letter of Credit for the purposes of making payments in United States Dollars (USD) under the Contract,”</p> <p>At the end of sub-paragraph (b) in the first paragraph of this Sub-Clause, the word “and” is deleted, and at the end of sub-paragraph (c), the full stop (.) is replaced with “;”, and the following new sub-paragraph is added as sub-paragraph (d):</p> <p>“(d) the amount certified in each Mobilization Fee Certificate within the period stated in the Contract Data after the Employer receives the Mobilization Fee Certificate”</p> <p>The following is added at the end of the last paragraph of this Sub-Clause:</p> <p>“or through a crossed cheque in favour of the Contractor for the portion of local currency (PKR) or through a Letter of Credit for the portion of the foreign currency (USD)”</p>
<b>14.8 Delayed Payment</b>	<p>The entirety of this Sub-Clause 14.8 is deleted in its entirety and substituted with the text “[Not Used]”.</p>

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<b>14.11 Final Statement</b>	<p>At the end of sub-paragraph (b), the word “and” is deleted, and at the end of sub-paragraph (c), the full stop (.) is replaced with “; and”, and the following new sub-paragraph is added as:</p> <p>“(d) be approved by NDMS as correctly reflecting the amounts to be due, prior to submission to the Engineer.”</p>
<b>15.2 Termination for Contractor’s Default</b>	<p>The following text is added at the end of sub-paragraph (h) of Sub-Clause 15.2.1:</p> <p>“or has violated the Integrity Pact signed by the Contractor. For the purposes of this Sub-Clause, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.”</p> <p>At the end of sub-paragraph (g) of Sub-Clause 15.2.1, the word “or” is deleted, and at the end of sub-paragraph (h), the full stop (.) is replaced with “; or”, and the following new sub-paragraph is added as:</p> <p>“(i) without reasonable excuse fails to meet three (3) consecutive performance targets, or there is a backlog of twenty-five percent (25%) or more of the target dredged volume.”</p> <p>Insert the following new sub-paragraph at the end of sub-paragraph (b) of Sub-Clause 15.2.3:</p> <p>“(iv) all Employer-Supplied Materials and/or Employer’s Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment], and”</p>
<b>16.2 Termination by Contractor</b>	<p>The sub-paragraph (f) in Sub-Clause 16.2.1 is deleted in its entirety and substituted with “[Not Used]”.</p> <p>The sub-paragraph (h) in Sub-Clause 16.2.1 is deleted in its entirety and substituted with “[Not Used]”.</p> <p>The sub-paragraph (j) in Sub-Clause 16.2.1 is deleted in its entirety and substituted with “[Not Used]”.</p>
<b>16.3 Contractor’s Obligations After Termination</b>	<p>Sub-paragraph (c) is deleted and replaced with the following (including the addition of a new sub-paragraph):</p> <p>(c) “deliver to the Engineer all Employer-Supplied Materials and/or Employer’s Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment]; and</p> <p>(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”</p>
<b>17.1 Responsibility for Care of the Works</b>	<p>After the two instances of “Goods” in the last paragraph of this Sub-Clause, the words “, Employer-Supplied Materials and/or Employer’s Equipment” are added.</p>

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<b>17.7 Use of Employer's Accommodation/Facilities/Land</b>	<p>The following Sub-Clause 17.7 is added after Sub-Clause 17.8:</p> <p>“The Contractor shall take full responsibility for the care of the items of the Employer’s and Port Authority’s facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer or, if applicable, Port Authority.</p> <p>If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor’s risk and cost.</p> <p>The Employer shall, in consultation and coordination with Port Authority, provide the contractor with the necessary land within the port area free of cost to establish an office and living camp for its foreign nationals.”</p>
<b>18.1 Exceptional Events</b>	<p>The words “or disorder” are replaced with “disorder or sabotage” in sub-paragraph (c) of this Sub-Clause.</p>
<b>18.4 Consequences of an Exceptional Event</b>	<p>Sub-paragraph (b) of this Sub-Clause shall be deleted in its entirety and substituted by “[Not Used]”.</p>
<b>18.5 Optional Termination</b>	<p>In sub-paragraph (c) of the second paragraph of this Sub-Clause, the words “and necessarily” are added after the words “was reasonably”.</p>
<b>19.1 General Requirements</b>	<p>The following text is added at the end of the first paragraph of this Sub-Clause:</p> <p>“The Contractor shall immediately, on or before the date of signing of the Contract Agreement, submit the draft of insurance policies for the Employer’s consent.”</p> <p>The following text is added at the end of the third paragraph of this Sub-Clause:</p> <p>“The Contractor shall, within the respective periods stated in the Contract Data, submit to the Engineer and the Employer: (a) evidence that the insurances described in this Sub-Clause have been effected; and (b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5.”</p>
<b>19.2 Insurance to be provided by the Contractor</b>	<p>In the first paragraph of Sub-Clause 19.2.1, the text “joint names of the Contractor and the Employer” shall be deleted and substituted by “joint names of the Contractor, Port Authority, and the Employer”.</p>

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	<p>In the second paragraph of Sub-Clause 19.2.1, the text “shall cover the Employer and the Contractor” shall be deleted and substituted by “shall cover the Employer, Port Authority, and the Contractor”.</p> <p>The following text is added at the end of the second paragraph of Sub-Clause 19.2.1:</p> <p>“For the avoidance of doubt, the Contractor’s insurance shall include cover for liability for the Works and Contractor’s Plant and Equipment deployed at the Site. The coverage shall include war risk, piracy, collision liability in respect of all vessels, crafts or floating equipment, owned, leased or hired by the Contractor in the performance of the Contract.”</p> <p>In the first paragraph of Sub-Clause 19.2.2, the text “joint names of the Contractor and the Employer” shall be deleted and substituted by “joint names of the Contractor, Port Authority, and the Employer”.</p> <p>In the first paragraph of Sub-Clause 19.2.4, the text “joint names of the Contractor and the Employer” shall be deleted and substituted by “joint names of the Contractor, Port Authority, and the Employer”.</p> <p>In the second paragraph of Sub-Clause 19.2.4, the text “apply to the Contractor and the Employer” shall be deleted and substituted by “apply to the Contractor, Port Authority, and the Employer”.</p> <p>The words “sickness, disease” are deleted in the third line of the first paragraph of Sub-Clause 19.2.5.</p> <p>The second paragraph of Sub-Clause 19.2.5 shall be deleted in its entirety and substituted with the following:</p> <p>“The Employer, and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer, or of the Employer’s Personnel.”</p> <p>The following Sub-Clause is added after Sub-Clause 19.2.6 as Sub-Clause 19.2.7:</p> <p>“19.2.7 Insurance Company</p> <p>The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VIS of rating as provided in the table below:</p>

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	Accepted Contract Amount (In Equivalent million PKR)	Minimum Rating of Insurance Companies
	Up to 1,000	AA
	1,001 to no limit	AA
<b>21.1 Constitution of the DAB</b>	<p>The word “jointly” is deleted in the second line of the first paragraph of this Sub-Clause.</p> <p>The second and third paragraphs of this Sub-Clause are deleted in their entirety and substituted with the following:</p> <p>“One member shall be selected by each Party, and the third member shall be appointed by the National Hydrographer of Pakistan, who shall be appointed to act as chairperson.”</p>	
<b>21.2 Failure to Appoint DAB Member(s)</b>	<p>Sub-paragraph (b), this Sub-Clause is deleted in its entirety and substituted with the following:</p> <p>“(b) if the DAB is to comprise three persons, and if by the date stated in the first paragraph of Sub-Clause 21.1 [Constitution of the DAB]:</p> <ul style="list-style-type: none"> <li>(i) either Party fails to select a member; and/or</li> <li>(ii) the National Hydrographer of Pakistan fails to appoint the third member (to act as chairperson) of the DAB;”</li> </ul>	
<b>21.4 Obtaining DAB’s Decision</b>	<p>The first paragraph of this Sub-Clause is deleted in its entirety and substituted with the following:</p> <p>“If a Dispute arises between the Parties, then the parties shall first attempt to resolve any Dispute promptly, amicably, and in good faith. Each Party shall designate a representative who shall be entitled to enter into discussions to resolve any Dispute by amicable agreement.</p> <p>If the Dispute is not finally resolved between the designated representatives of the Parties through amicable and good faith discussions within thirty (30) Days from the date on which both the Parties appoint their respective representatives, then the Parties shall endeavor to settle the Dispute in an amicable manner through discussions between the chairman/chief executive officer or other senior leadership of each of the Parties.</p> <p>If the Dispute is not resolved between the Parties through discussions between the senior leadership of the Parties within sixty (60) Days from the date on which the matter has been referred to them, then either Party may refer the Dispute to the DAB for its decision.”</p> <p>Sub-paragraph (a) of Sub-Clause 21.4.1 is deleted in its entirety and substituted with the following:</p>	

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	<p>“(a) subject to sub-paragraph (ii) of Sub-Clause 3.7.3 [Time Limits] and the provisions of the second paragraph of Sub-Clause 21.4 [Obtaining DAB’s Decision], be made by the later of:</p> <p>(i) 42 days of giving or receiving (as the case may be) a NOD under Sub-Clause 3.7.5 [Dissatisfaction with Engineer’s determination]; and</p> <p>(ii) reference by either party of the Dispute to the DAB in accordance with the third paragraph of Sub-Clause 21.4 [Obtaining DAB’s Decision].</p> <p>If the Dispute is not referred to the DAB within this period, such NOD shall be deemed to have elapsed and no longer be valid.”</p>
<b>21.5 Amicable Settlement</b>	<p>The entirety of this Sub-Clause 21.5 is deleted in its entirety and substituted with the text “[Not Used]”.</p>
<b>21.6 Arbitration</b>	<p>The word “international” is deleted in the sixth line of the first paragraph.</p> <p>The text of sub-paragraph (a) is substituted with the following:</p> <p>“the Dispute shall be finally settled in accordance with the Rules of Arbitration/law, and at the seat, each as specified in the Contract Data.”</p> <p>The text of sub-paragraph (b) is substituted with the following:</p> <p>“the Dispute shall be settled by three (3) arbitrators, of which one (1) shall be appointed by each of the Parties, and one shall be appointed jointly by the two (2) arbitrators appointed by the Parties in accordance with these rules or applicable law;”</p>
<b>21.8 No DAB In Place</b>	<p>The text of sub-paragraph (a) is substituted with the following:</p> <p>“Sub-Clause 21.4 [Obtaining DAB’s Decision] (other than its first two paragraphs) shall not apply;”</p> <p>The text of sub-paragraph (b) is substituted with the following:</p> <p>“the Dispute may be referred by either Party directly to arbitration under Sub-Clause 21.6 [Arbitration] following failure of the senior leadership of the Parties to resolve the Dispute within sixty (60) Days from the date on which the matter has been referred to the senior leadership of the Parties under the second paragraph of Sub-Clause 21.4 [Obtaining DAB’s Decision, without prejudice to any other rights the Party may have.”</p>
<b>22 Anchorage Dues on Floating Equipment, etc.</b>	<p>The following Sub-Clause 22 is added:</p> <p>“The Employer shall, subject to instructions of the Port Authority, allow the Contractor’s floating Equipment and craft to use specified</p>

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	<p>project area in the Port free of anchorage dues and light dues during the continuance of the Contract until twenty-eight (28) days after the expiry of the Time for Completion or such extended time as may have been granted by the Engineer under the provision of contract. Thereafter, the Contractor shall pay all dues, fees, and other charges in connection with the harbour as may from time to time be in force and shall become payable on such floating Equipment and craft.”</p>
<b>23 Floating Plant, Safety and Security</b>	<p>The following Sub-Clause 23 is added:</p> <p>“The Contractor shall comply with the Regulations of the Port Authority and shall obey the orders of the Harbour Master or other authorized and competent authority in respect of navigation of Floating Plant and Craft in the harbour and in the vicinity of the Site, and shall conduct his operations in such a manner that they do not interfere with the use of the waterways, anchorages and wharves in the harbour. In this connection, the Contractor (and his Subcontractors) shall obtain all Standard Operating Procedures (SOPs) in effect at the port, get familiar with them, and comply with them at all times during the execution of works.</p> <p>Only classified vessels fully registered and recently surveyed as per Lloyd / MMD regulations shall be used on the Works. All craft and floating plant shall be manned at all times with enough crew to effectively deal with normal emergencies. In case, if any shipping/handling of cargo is disturbed by the presence of the contractors’ floating crafts/equipment, penalties will be imposed as per the regulations of PQA.</p> <p>The Contractor shall also provide, lay and maintain such buoys, moorings and fastenings as are necessary to secure his floating plant and also such mark buoys as are deemed necessary by the Engineer and/or the Employer to mark the water-sided site area and to warn vessels of the existence of the existence of submerged portions of the Works. Port Authority’s Standard Operating Procedures (SOPs) shall be complied with at all times.</p> <p>These buoys, moorings, and fastenings shall be at the sole risk of the Contractor, and he shall be responsible for any accidents arising there or damage caused thereby or thereto or which may arise through the failure of the moorings or fastenings, the breaking adrift of the buoys, or their absence from the position where they should have been moored. The Contractor shall bear all costs and charges, which may incur from time to time in connection with lifting, moving, and relaying of buoys, mooring, and fastenings during the continuance of</p>

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	<p>the Contractor or which may appear necessary or desirable by the Engineer and/or the Employer. The Contractor shall remove and clear away all such buoys, moorings, and fastenings when they are no longer required or as instructed by the Engineer or before the granting of the Final Certificate.</p> <p>The Contractor shall forthwith and with dispatch raise and remove any Plant (floating or otherwise) belonging to him or to any Subcontractor or to any person employed by him, which may be sunk in the course of the construction and completion of the Works or during the remedy of defects therein or during the remedy of defects therein or otherwise deal with the same, as the Employer may direct.</p> <p>Until the same shall be raised and removed, the Contractor shall set all such buoys arid display at night such lights and do all such things for the safety of navigation as may be required by the Port Qasim Authority and its SOPs. In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, the Employer may buoy and light such sunken plant and raise and remove the same (without prejudice to the rights of the Employer to hold the Contractor liable), and the Contractor shall refund to the Employer all costs incurred in connection therewith. The fact that the sunken vessel, craft, or plant is insured or has been declared a total loss shall not absolve the Contractor from his obligation under this clause to raise or remove the same.”</p>
<b>24 Default of Contractor</b>	<p>The following Sub-Clause 24 is added:</p> <p>“In case of default on the part of Contractor in carrying out instructions within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.</p> <p>Provided further that in addition to the action taken by the Employer against the Contractor under this Sub-Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.”</p>

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<b>25 Restrictions on Eligibility</b>	<p>The following Sub-Clause 25 is added:</p> <p>“(a) Any plant, materials, or services which will be incorporated in or required for the Works, as well as the Contractor's Equipment and other supplies, shall have their origin in any of the countries and territories with which the Government of Pakistan allows import of goods.</p> <p>(b) For the purposes of this Sub-Clause, “origin” means the place where the materials and equipment were mined, grown, produced, or manufactured, or from which the services are provided.</p> <p>(c) The origin of Goods and Services is distinct from the nationality of the Supplier.”</p>
<b>26 Registration &amp; Licensing of Vehicles</b>	<p>The following Sub-Clause 26 is added:</p> <p>“The Contractor shall be responsible for and bear the cost of the registration and licensing of all his vehicles, including those provided under the Contract. The registration shall be in the name of the Employer or Port Authority (if required by the Employer).”</p>
<b>27 Classified Area</b>	<p>The following Sub-Clause 27 is added:</p> <p>“The Contract involves an obligation of secrecy and the commission by the Contractor, his agents, employees, or sub-contractors, or their agents or employees of any offence under the Official Secrets Act 1923 or any statutory modification or re-enactment thereof will, apart from any criminal liability, constitute a breach of the Contract. The port zone is classified as a secret area, and all layout drawings on which port facilities are depicted, as well as photographs of all structures, may be retained by the Contractor and his employees and sub-contractors, only with the express approval of the Employer. The taking of photographs is generally forbidden. The Contractor may not employ any personnel who are viewed as security risks by the Employer, Port Authority, or the Government of Pakistan.”</p>
<b>28 Coordination Meeting</b>	<p>The following Sub-Clause 28 is added:</p> <p>“Shortly after signing of the Contract Agreement, the Engineer shall require a meeting with the Contractor and Port Authority at the Engineer's head office (or at the Site, as determined by the Engineer), to discuss scheduling of shop and detail drawings, material procurement, progress of work, and other similar problems which may be pertinent for the execution of the Works. The Contractor's authorized representative at the Site, who will be responsible for execution of the Works, shall be present at this meeting. Should the</p>

SUB-CLAUSE	AMENDMENT
	<p>Employer consider it necessary, a representative of the Employer will also participate in these talks.</p> <p>Meetings for coordination of the progress of the construction works will be held at the Site at the discretion of the Engineer. When the Works at the Site are continuing regularly, these talks will take place once weekly, on the same date and time, in the Site office of the Engineer. A representative of the Employer and/or Port Authority will also be present at these meetings, if the Employer considers it necessary.”</p>
<b>29 Customs Checks</b>	<p>The following Sub-Clause 29 is added:</p> <p>“Customs check posts have been established by the Pakistan Customs Office at all port gates. It shall be the responsibility of the Contractor to make a detailed declaration to the customs officials in every respect when entering or leaving the port area with material or equipment and complete all formalities as per the prevailing Laws, rules, and regulations.”</p>
<b>30 Property in Dredging and Excavated Materials</b>	<p>The following Sub-Clause 30 is added:</p> <p>“All materials and things of any kind obtained from dredging and excavations or found on or under the Site or under any additional site which the Contractor may be allowed to occupy shall remain the property of the Port Authority (or if applicable, the Employer) and shall not be used in the Works or sold or otherwise disposed of without the written authority of the Engineer, unless otherwise expressly provided for in the Specification. No dredging, excavations or demolitions are to be made upon the Site or additional site beyond those shown on The Drawings or described in the Specification without the prior written authority of the Engineer.”</p>
<b>31 Integrity Pact</b>	<p>The following Sub-Clause 31 is added:</p> <p>“If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or are involved in violation of the Integrity Pact signed by the Contractor, then the Employer shall be entitled to:</p> <ul style="list-style-type: none"> <li>(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee, or kickback given by the Contractor or any of his Subcontractors, agent, or servants;</li> <li>(b) terminate the Contract; and</li> <li>(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his</li> </ul>

SUB-CLAUSE	AMENDMENT
	<p>Subcontractors, agents, or servants.</p> <p>The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 15.1 to 15.4, and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub-paragraphs (a) and (c) of this Sub-Clause.”</p>
<b>32 Port Authority's Instructions</b>	<p>The following Sub-Clause 32 is added:</p> <p>“The Contractor shall comply with all reasonable directions and instructions of Port Authority in undertaking the Works, including in the event of any national emergency or supreme security conditions so declared by Port Authority or GOP, in which case, the Contractor shall not create any hindrance, impediment or obstacle.”</p>

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## **LIST OF SCHEDULES**

1. Schedule A: Construction Schedule
2. Schedule B: Method of Performing the Work
3. Schedule C: List of Major Equipment
4. Schedule D: Organization Chart
5. Schedule E: List of Sub-Contractors

## SCHEDULE A: CONSTRUCTION SCHEDULE

### 1 Time for Completion and Work Plan

Description	Time for Completion
Whole Works (Maintenance Channel)	120 days (extendable)

Prior to the Commencement Date, the Contractor shall provide a detailed work plan to Engineer and a Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works may meet Employer's completion targets in days noted above and counted from the Commencement Date

In addition, the Contractor is to include the following information:

**1.1 Project Timeline and Phasing:** A detailed project schedule, broken down by phases. The work sequencing should strictly conform to the requirements of the scope of work specified in the document for:

- Maintaining the declared dredged depth as a priority item at all times throughout the currency of the contract, followed by a plan of
- Progressing the capital dredging works, the schedule should include key milestones which includes (but not limited to) setting up of Contractor camp, Engineer facilities (to be made available within four weeks after the award of contract), spares and workshop setup, submission of equipment fitness certificates, mobilization including sailing in and clearance of all dredging plants and allied equipment, creating any Confined Disposal Facility for designated disposal areas, pre-dredge surveys, discharge of dredging quantity through pipeline, trips to offshore dumping grounds etc., recurring interim surveys, occurrence (and thereby influence on the Works) of monsoon periods and post-dredge surveys all in a manner to achieve the timely completion of the dredging works.
- The schedule should demonstrate critical path analysis (CPA), identifying the key activities that are likely to impact the project schedule.

**1.2 Resource Allocation Plan:** Contractor to submit details about the number and type of personnel, equipment, and materials that will be allocated for each activity over the course of the project. This should demonstrate deployment of sufficient resources together with standby Dredgers to overcome any contingencies in case of equipment failure or other delays.

**1.3 Productivity Targets:** Based on the results of the Pre-dredged survey, the Contractor is to specify 60-day productivity targets in a detailed work plan, as dredging quantities that must be achieved to stay on track for the throughputs specified in the scope of work. Said

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dredging targets are derived from the dredging contract and shall be used as a reference for performance assessment.

## **2 Performance Assessment:**

Performance assessment shall be undertaken immediately (after 30 days), through a joint hydrographic survey of the area where dredging activities were carried out during the preceding 1 month. Results shall be compiled jointly and submitted to the Employer by the end of the second week of the month.

In the event of below target performance following measures shall be taken by the Engineer as deemed appropriate:

- a. The Contractor shall be issued a notice to improve performance and to clear the backlog by the next assessment.
- b. Failure to meet two (2) consecutive targets shall constitute grounds for issuance of a formal notice(s) (warning) to the Contractor. The Contractor shall take tangible remedial measures, which shall include the addition of dredgers to increase dredging capacity and achieve the required output.
- c. Failure to meet three (3) consecutive performance targets, or the existence of a backlog of twenty-five percent (25%) or more of the target dredged volume, may constitute grounds for termination of the Contract.

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## SCHEDULE B: METHOD OF PERFORMING THE WORKS

### 1 PURPOSE

The purpose of this methodology is to identify and clarify the necessary steps to be taken before and during the dredging works for the construction of the project at the tender stage. In addition, a general description of the various scheduled equipment and working methods for this project is given. However, any details provided herein shall be subject to approval of the Engineer prior to the Commencement Date.

### 2 SCOPE OF WORK

#### 2.1 Port Qasim Authority (PQA)

- i. Port Qasim Outer Channel (18.5 km long) is to be widened to minimum 290m width and dredged at -16.0mCD with further extension seaward to achieve the natural depth of -16.0mCD, Slope: 1:7, total estimated dredging volume of 15.0 million cubic meters.
- ii. Port Qasim Main Inner Channel (26.5 km long) is to be widened to minimum 250m width and dredged at -15.0mCD, Slope: 1:6, total estimated dredging volume of 6.5 million cubic meters.

#### 2.2 Site Conditions

##### General

Port Muhammad Bin Qasim is located in the Indus Delta on the Sindh Coast at the downstream of Gharo Creek leading to Phitti Creek. The area around Port is full of Major and minor creeks, estuaries, mud and sand flats, marshes, lagoons and mangroves. The port is accessible from Arabian Sea through Phitti Creek or partially from chain of creeks comprising Chann Waddo- 20 Rakhal-Chara Creeks and Korangi-Kadiro Creeks. The main navigation channel leading to Port through Phitti Creeks is 45km long.

The information provided below is not to be relied upon and no assurance is given to the accuracy of this information.

#### 2.3 Main Navigation Channel

The total length of the existing main navigation channel from the fairway buoy to the Service Jetty at the innermost end of the channel is 45.5 km. It includes 18.7km long Ahsan Channel and 26.8km long Inner Channel. Buoys installed in the channel to indicate its alignment are:

- a. One Fairway Buoy approximately 1,650 m from pair of Buoys No. 1 and 2.
- b. 17 Buoys and 04 fixed beacons have been placed in Approach Channel for safe navigation of vessels. (30m outside the toe line of channel bottom line).
- c. 50 Inner Channel Buoys, 10-20m outside the toe line of channel bottom line.

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**2.4 Navigational Aids/ structures provided for navigation of vessels:**

- a. Light House, 40m above CD on Khuddi Island.
- b. 03 sets of transit leading lights are installed in Approaches, Bundal Island and on Kunni Swamp for safe navigation in the channel.
- c. 03 Shore Steel Light Beacons along the Inner Channel.
- d. The Navigation Channel provides access to SSGCL, FOTCO, Iron Ore & Coal Berth, EVTL Engro Vopak Terminal, EEPTL LNG Terminal, QICT-1 and 2nd QICT Container Terminals, FAP Grain & Fertilizer Terminal, PGPCL LNG Terminal, PIBT, Liquid Cargo Terminal, Marginal Wharf, Service Jetty and PQEPC Channel and Basin.

**2.5 Meteorological Data**

Port Muhammad Bin Qasim is located almost on the north extremity of the Arabian Sea, characterized by the SW monsoon in summer and the NE monsoon in winter. From 15 May to 15 September, the SW monsoon prevails with high temperatures and humidity. The remaining period of the year has moderate temperature and humidity. The strongest Southwesterly wind blows from May through August. The rainfall is generally small in the area; the average minimum and maximum relative humidity range is from 50% to 90%. The average minimum and maximum temperatures range from 10 °C to 40°C.

From May to September, the predominant wind direction is from West to Southwest (SW monsoon), and from November to February, the direction is from North to Northeast (NE monsoon). From April to September, the mean wind velocity is 5-10 knots in the mornings and 10-16 knots in the evenings, while from October to March, the velocity is 1-6 knots in the mornings and 7-16 knots in the evenings.

**a). Temperature**

Port Muhammad Bin Qasim is located almost on the north extremity of the Arabian Sea, characterized by the SW monsoon in summer and NE monsoon in winter. From 15 May to 15 September, the SW monsoon prevails with high temperatures and humidity. The remaining period of the year has moderate temperature and humidity. Strongest South Westerly wind blows from May through August. The rainfall is generally small in the area. The average minimum and maximum temperatures range is from 10° C to 40°C.

**b). Winds**

The SW monsoon (from May to September) and the NE monsoon (from November to March) are two distinct seasons, which characterize wind conditions in the area, with variable winds in October and April. From May to September, the predominant wind direction is from West to Southwest and from November to February, the direction is from North to Northeast. Generally, the wind velocity is higher in the evening than in the morning. From April to September, the mean wind velocity is 5-10 knots in the mornings and 10-16 knots in the evenings, while from October to

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March; the velocity is 1-6 knot in the morning and 7-16 knot in the evenings. The maximum wind velocity of 36m/s (81 mph) was recorded at 6.00 P.M. on June 1969. In general, even during the SW monsoon the wind velocity seldom exceeds 20 knots (10 m/s) and strong wind velocity over 40 knots (20 m/s) is extremely rare.

## 2.6 Hydrographic Conditions

- i **Tide:** In Port Qasim, semi-diurnal tides with diurnal effect are observed, similar nature of tides in the Karachi Port. Tidal levels at Karachi Port, Port Qasim Entrance (Phitti Creek-Bundal Island) and Pipri (Service jetty) are given in the Pakistan Tide Tables. Tides at Phitti and Pipri sites have been recorded continuously since October 1972. The tidal range at Phitti Creek is about 6% greater than at Karachi, and the range at Pipri is about 25% greater than that at Karachi. High Water at Phitti and Pipri lags about 12 minutes and 55 minutes respectively behind high water at Karachi.
- ii The storm surges are normally minor and could occur during the cyclones, which are infrequent in this area. The extreme high water recorded in Karachi was 1.2m (3.9 ft) above maximum astronomical tide and occurred during the cyclone of 1907. It is expected that during such cyclone, levels at Phitti and Pipri sites would exceed predicated tide levels by roughly the same amount.

## 2.7 Tidal

### Tidal Currents

According to the Admiralty Pilot, Offshore currents in the Arabian Sea generally occur in the westerly direction during the NE monsoon season, and in the easterly direction during the SW monsoon season. The maximum current velocities are approximately 1 knot and 2 knots during the two respective monsoon seasons.

The current measurement in the entire Creek system was carried out by both float tracking and measurement of current profiles at fixed stations. The maximum current velocity of 5.2 knots has been recorded at ebb tide in the vicinity of the Berth Site in Gharo Creek. In the Creek system, ebb tide is generally stronger than flood tide. In the Approach Channel, the maximum velocity is 2-2.5 knots with an average about 1.0 knot without much difference at flood and ebb tides.

At the entrance of the Approach Channel, the flood current direction is at an angle of about  $40^\circ$  to the alignment of the main navigation channel and the velocity is less than one knot. At ebb tide the current is roughly in line with the alignment of the navigation channel.

## Tidal Statistics for Port Qasim (Entrance)

Name	Abbreviation	Chart Datum (m)
Highest Astronomical Tide	HAT	+3.67
Lowest Astronomical Tide	LAT	-0.50
Maximum Tidal Range possible	MTR	+3.87
Mean High Water Spring	MHWS	+3.10
Mean High Water Neap	MHWN	+2.42
Mean Low Water Neap	MLWN	+1.32
Mean Low Water Spring	MLWS	+0.64

## Tidal Statistics for Port Qasim (Pipri)

Name	Abbreviation	Chart Datum (m)
Highest Astronomical Tide	HAT	+4.01
Lowest Astronomical Tide	LAT	-0.57
Maximum Tidal Range possible	MTR	+4.45
Mean High Water Spring	MHWS	+3.45
Mean High Water Neap	MHWN	+2.66
Mean Low Water Neap	MLWN	+1.40
Mean Low Water Spring	MLWS	+0.62

## Historic Extreme Water Levels

Description	Level (mCD)
Highest tidal water level during a cyclonic storm	+4.5
Highest high water springs near solstices	+3.57
Lowest low water springs near solstices	-0.9

Waves

Along the Pakistan Coast, Southwest and Northeast Monsoons prevail. Waves hardly occur during the NE monsoon season, while high waves occur frequently during SW monsoon season. The maximum wave heights generally occur in the range of 3m to 4m from June to August and less than 2m in October till March each year. During the peak monsoon wave action; the predominant wave period is in the range of 8 to 9 seconds. Generally, waves of about 0.5m to 1m in height occur in the creeks.

The main key tasks, responsibilities, and authorities of the key personnel involved in the operations are summarized below:

## 2.8 Geotechnical

- i After examination of report and studies, it is evident that the Port Qasim marine environment is predominantly characterized by narrow creeks, mudflats, and

mangroves. The port is located in the Indus River Delta-Arabian Sea mangroves, which is identified as a sensitive eco-region.

- ii A review of various Environmental and Social Impact Assessments in PQA area indicates that the inter-tidal zone is covered by soft clayey silt to varying depths. The on-shore area is covered by dune sand and silty sand and gravel.
- iii Pakistan geologically overlaps with the Indian and the Eurasian tectonic plates. Port Qasim located in the north-western corner of the Indian plate, lies at the boundary of the Eurasian and Arabian plate.
- iv Geotechnical Investigation Report can be provided on request

## **2.9 Dredging during Monsoon**

Generally, the past experience at Site has been that no dredging is carried out during monsoon period from 15 May to 15 September every year. This is particularly applicable to Outer Channel which is more exposed to wind and sea. The Contractor, if permitted by the Engineer / Engineer's Representative, may continue dredging during the monsoon or in bad weather period. However, the joint bathymetric survey would not be permissible in bad weather. In such case, the payment for dredged volume will be estimated as under:

Payment shall be made to the Contractor during monsoon months on the basis of seventy percent (70%) of the lowest of the two preceding interim surveys carried out before onset of southwest monsoon. Joint bathymetric survey shall be carried out at the end of southwest monsoon period, as per directives of the Engineer/Engineer's Representative. The balance payment of dredging carried out during southwest monsoon shall be adjusted on the basis of joint survey after the southwest monsoon. Decision of the Engineer / Engineer's Representative in respect of the above works and quantities shall be considered final and binding on the Contractor.

## **2.10 Dredging Tolerances**

Tolerance below the design level will be subject to the approval of the Engineer. However, the Contractor shall ensure to achieve the design levels which shall be applicable for the payment purposes.

For the avoidance of doubt, there are no paid dredging tolerances for any part of the Works.

## **2.11 Non-Payable Quantities**

- i. Dredging below the design level.
- ii. Any unauthorized dredging.

## **2.12 Agitation Dredging / Drilling & Blasting**

Agitation dredging and Drilling & blasting will not be permitted.

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## 2.13 Dredge Disposal Sites Coordinates

### A.

No.	Easting	Northing
1	301593.6	2712838.03
	304972.6	2712838.03
3	301593.6	2709459.03
4	304972.6	2709459.03

### B.

No.	Easting	Northing
1	301593.6	2712838.03
2	304972.6	2712838.03
3	301593.6	2709459.03
4	304972.6	2709459.03

**MAINTENANCE DREDGING OF APPROACH CHANNEL, TIPU SULTAN CHANNEL AND SOUTH WHARF BASIN AT KARACHI PORT**

**Scope of work**

Maintenance Dredging are required for Approach Channel, Tipu Sultan Channel and South Wharf Basin (including Berthing area) for 16m depth at KPT Chart Datum for approx.  $6.5\text{Mm}^3 \pm 10\%$ , through deployment of suitable dredging platform(s) / equipment and allied machinery with discharge/disposal of dredged material at designated dumping site at sea approx. 9.4 km from 1<sup>st</sup> pair of approach channel buoys for duration of 04 months to be completed before commencement of the monsoon 2026 (i.e. 30 April 2026).

Contractor shall propose work schedule as per above duration for completion of work within time frame with respect to suitable maintenance dredging platforms and scope of work as mentioned below. It shall be liability of contractor to bring the capable & or higher capacity maintenance dredging platform(s) / equipment to dredge all type of strata within proposed time frame by the contractor for the required scope of work. Contractor shall keep in mind the forthcoming monsoon season associated siltation for finalization of quoted price and completion period of dredging works. Existing bathymetric survey data of October 2025 and survey sheets are attached.

Soil Investigation Report / bore holes details of scope of work area are attached for information of soil strata. Contractor shall quote their proposal viz rates for all under mentioned works in accordance with BOQs.

MAINTENANCE DREDGING WORKS				
Maintenance Dredging of Approach Channel, Tipu Sultan Channel and SW Basin including Berthing Area	EXISTING DEPTH	REQUIRED DEPTH	LENGTH	WIDTH
	(mPD)	(mPD)	Meter	Meter
	As of Oct 2025 survey sheet enclosed	16m	As per the Drawing	300m to 550m variable
	12.9-15.5m	16.5m	1500mx70m	As per the Drawing & Coordinates
Disposal of dredged material	Dredged material to be disposed at designated location at Sea (survey fair sheet with coordinates attached).			

**Works Not to Interfere with Karachi Port Operations**

- (a) The Contractor shall not interfere in any respect with the normal business of the Port and shall co-operate if and when special measures become necessary as a direct consequence of the dredging of the Works.
- (b) The Contractor, shall co-operate, by temporarily removing any of his plant, equipment, floating craft, obstructions, etc. which may cause a hindrance, as per direction of the Engineer/Employer.

ROLE	RESPONSIBILITIES
Project Manager	Overall responsibility for all aspects of the project.
Dredging Engineer	Responsible for the method statement, working plan, check, improvement of dredging, CDF, and other construction activities, and report preparation.
Dredging Superintendent	Responsible for managing all on-site dredging operations, ensuring strict adherence to project specifications, safety standards, and environmental regulations. Oversees daily dredging activities, coordinates work schedules, monitors equipment performance, and implements measures to maximize operational efficiency and productivity.
Hydrographer / Topographic Surveyor	Responsible for the management of hydrographic and topographic surveys to support dredging and disposal operations, processing and analyzing survey data, preparing survey reports, providing technical support, maintaining, calibrating, and ensuring the survey equipment is in good condition.
HSE Officer	Responsible for HSE on site, including promoting safe working practices, coordinating accident/incident reporting and investigation, document control, and environmental requirements, and reporting to the Project Manager. Additionally, responsible for the dispatching and deployment of vessels and equipment.
QA & QC Officer	Responsible for implementing and overseeing Quality Assurance (QA) and Quality Control (QC) procedures throughout the project lifecycle. Ensures that all materials, workmanship, and construction activities comply with project specifications, industry standards, and regulatory requirements. Conducts regular inspections, testing, and audits; identifies and documents quality issues; and initiates corrective and preventive actions. Collaborates closely with project teams to uphold high-quality standards and supports continuous improvement efforts through detailed quality reporting and performance analysis.
Dredger Captain	Overall responsibility for the dredger in all its aspects, including: construction, safety, environment etc.,

## 4 PREPARATION WORKS

### 4.1 General

The Contractor shall liaise with all relevant parties on-site to address any potential interference caused by the works. If required, the Engineer may convene regular site meetings to facilitate progress updates and mitigate disruptions.

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All necessary personnel and equipment will be mobilized to the site in accordance with the construction schedule.

The equipment shall operate 24/7 to ensure optimal efficiency.

## **4.2 Mobilization**

### **4.2.1 Dredger and Barges**

TSHDs vessel mobilization period shall be 15 days, depending on the mode of deployment and weather conditions.

### **4.2.2 Site Office (Camp) Accommodation**

For establishing the site office (camp), the following facilities will be packed and shipped from China by container sea freight, or sourced locally as appropriate, to meet the project timeline and ensure safe, efficient delivery.

- Personnel Accommodation: Modular Prefabricated House
- Office Accommodation: Modular Prefabricated House;
- Provision for maintenance and storage: Container with tools
- Provision for communications: VHF communication system, Video conferencing systems, etc.
- Provision security: CCTV and AI-camera system

## **4.3 Temporary Stockpile and Assembly Area for Pipelines**

A temporary stockpile and assembly area near the port's water zone will be designated by PQA for:

- Temporary Storing of discharge pipelines and other materials
- Assemble the pipeline

The area is supposed to: -

- The ground is flat and stiff to allow for the normal mechanical equipment (excavator, crane, truck) to work.
- Access to the mentioned equipment.
- 4000 m<sup>2</sup> at least.
- Water and Power supply.

Prior approval from relevant port authorities will be obtained, and necessary security and management measures will be implemented.

## **5 METHOD OF EXECUTING THE WORKS - PQA**

### **5.1 Chainage Definition**

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For clarity of the schedule, we have established chainage reference systems as follows:

Channel	Length (km)	Starting Chainage	End Chainage
Outer Channel	18.6	0+000	18+686
Main Inner Channel	26.8	0+000	26+868
Alternate Channel	20.5	0+000	20+595
Additional area (QICT-1, Marginal Wharf, POEPC Channel to Basin)		N/A	

**Note:** For example, 1+234 means 1 km and 234m from the starting chainage.

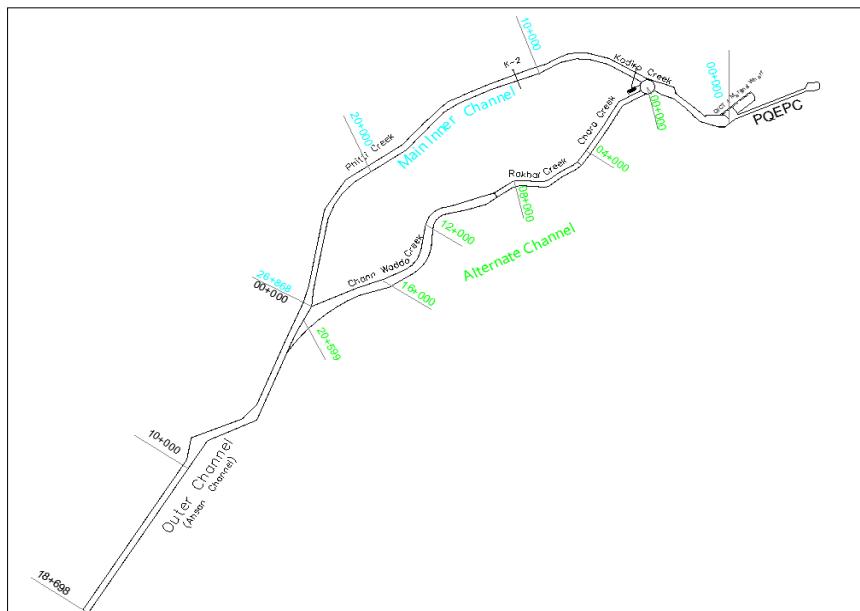


Fig-1. Chainage System

## 5.2 Overall Plan

- Trailing Suction Hopper Dredgers (TSHD)

### Dredging

In accordance with the Employer's requirements, from the start and throughout the entire project, priority will be given to the maintenance dredging work to sustain the following level:

Channel	Declared Depth
Inner Channel	14.0m CD
Outer Channel	15.3m CD
QICT-1	13.5m CD
Marginal Wharf	11.0m CD
PQEPC	12.5m CD

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Based on the results of the pre-dredging survey, if shallow patches above the declared depth are found, we will remove the shallow patches in a reasonable time. The plan in this regard will be submitted for the Engineer's approval, and subsequently, the declared depth shall be maintained throughout the contract period.

#### Post Survey and Handover

After the completion of capital works, sweep dredging by the TSHD will be carried out 1 to 2 months prior to final acceptance submission.

Upon completion of the dredging works, a post survey will be conducted.

#### Procedure of TSHD

For normal dredging operations, the TSHD follows a cycle consisting of 5 steps:

- Positioning
- Loading
- Sailing to the Disposal Area
- Dumping
- Sailing to the Construction Area and Next Cycle

## 6. Risk Assessment and Mitigation Measures

After the identified risks are identified, the HSE Manager or HSE Officer, or Dredging Engineer will conduct the risk assessment and mitigation measures. The template of risk assessment and mitigation measures is shown below:

No .	Activity	Hazards	Existing Safeguards	Initial Risk Class			Additional Safeguards			Mitigated Risk Class			Responsible Person	Remarks
				F	C	Risk Clas s				F	C	Risk Clas s		
1	Preparation Works (sample)	a) Workers exposed to the general site hazards 1) Slippery 2) Tripping hazard	<ul style="list-style-type: none"> <li>Induction training should be provided to all workers.</li> <li>Apply for a work permit before the commencement of work.</li> <li>Provide and ensure all workers' use of PPE such as safety helmets, reflective vests, safety shoes, goggles, earplugs, etc.</li> <li>Site safety supervision should be monitored to the compliance with the site.</li> <li>Fence off the workplace.</li> <li>Provide safe access and egress to workers.</li> <li>Provision of good housekeeping.</li> </ul>	A	4	R2				C	5	R3	PM/HSE Manager	



## 8. Integrated Risk Management Plan

In addition to safety and health hazards, the project also faces other types of risks. We have conducted assessments on these major risks and formulated corresponding mitigation measures.

No.	Risk	Existing Measures	Initial Risk Class			Measures to Be Taken	Mitigated Risk Class			Responsible Person	
			F	C	Risk Class		F	C	Risk Class		
1	Potential Delays	Obtaining Permits Delays	1)Invest in the procedure of obtaining all permits for this project  2)Decades of experience in marine projects in Pakistan	B	3	R2	1) Further invest in the procedure and required documents for obtaining all permits for this project.  2) Employ an agent with long-term cooperation to obtain the permit.  3) Launch communication with the relevant Licensing Department	D	5	R4	PM
		Customs Clearance Delay	1) Invest the the procedure and document for customs clearance from the agent	B	2	R2	1) Employ an agent with long-term cooperation to undertake customs clearance  2) Launch communication with Custom	E	4	R4	PM

2	Adverse Weather Conditions	<ul style="list-style-type: none"> <li>1) Conduct a thorough review of the bidding documents</li> <li>2) Decades of experience in marine projects in Pakistan</li> <li>3) Take the adverse condition into the construction schedule</li> <li>4) Arrange the dredger to construct the Inner Channel as possible during the Monsoon.</li> </ul>	A	3	R2	<ul style="list-style-type: none"> <li>1) A contingency plan will be in place for monsoon and severe weather conditions.</li> <li>2) Weather forecasts will be monitored daily; warnings will trigger immediate vessel alerts and evacuation of personnel and equipment.</li> <li>3) During suspension, vessels must maintain a minimum crew, ensure communication, and secure all equipment. Post-weather, the channel will be surveyed and dredged as needed.</li> </ul>	B	5	R3	PM
3	Equipment Breakdowns	<ul style="list-style-type: none"> <li>1) Deploy the dredger within 10 years.</li> <li>2) The selected dredger is in excellent condition</li> <li>3) Take adequate repair time into consideration in the construction schedule.</li> </ul>	C	2	R2	<ul style="list-style-type: none"> <li>1) Vessel equipment will be properly managed, maintained, and repaired to ensure reliable operation and maximize working efficiency.</li> <li>2) Key equipment (generators, pumps, excavators, pipelines) will be maintained during idle periods to reduce failure risk.</li> <li>3) Operation and supply plans (fuel, materials, safety items) will be aligned with the maintenance schedule to optimize performance.</li> <li>4) In case of major equipment failure, backup vessels will be deployed to avoid construction delays.</li> </ul>	D	5	R4	PM

4	Public Security	1) Consider employing security after personnel mobilization 2) Install CCTV and AI cameras to monitor the camp	B	2	R2	1) Before the commencement, the Employer is supposed that apply special security measures from the Government both onshore and offshore. 2) Employ security by CHEC as a supplement. 3) The camp area in the port is supposed to be under security management. 4) Install CCTV and AI cameras to monitor the camp.	C	4	R3	PM
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## SCHEDULE C: LIST OF MAJOR EQUIPMENT

**Important Note:** Any details provided herein shall be subject to approval of the Engineer prior to the Commencement Date.

**Table-C:**      **Details of Trailing Hopper Suction Dredger(s).**

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## SCHEDULE D: ORGANIZATION CHART

**Important Note:** Any details provided herein shall be subject to approval of the Engineer prior to the Commencement Date.

## SCHEDULE E: LIST OF SUB-CONTRACTORS

<b>Part of Works (Give Details)</b>	<b>Subcontractor (With Complete Address)</b>
1 /	2 /
/	/
/	/
/	/
/	/

---

## Appendix L: TIME CHARTER PARTY AGREEMENT

### 13,500 CUM TSHD

(TRADE / DREDGING / TSHD)

This Time Charter Party (the “Charter party”) is made on this day of----, 2025\_\_.

Between:

(1) M/s ABC Dredging Company, a company incorporated under the laws of \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the “Owners”), of the one part;

and

(2) M/s NDMS, a company incorporated under the laws of Pakistan having its registered office at \_\_\_\_\_ (hereinafter called the “Charterers”), of the other part.

Whereas the Owners own and operate the Trailing Suction Hopper Dredger described below and the Charterers require the vessel for dredging operations at Port *define*;

Now it is agreed as follows:

#### 1. Description of Vessel

1.1 The Owners shall place at the Charterers’ disposal the Trailing Suction Hopper Dredger (TSHD) named “\_\_\_\_\_” (the “Vessel”), with a hopper capacity of approximately 21,000 cubic meters, classed with\_\_\_\_\_, built in\_\_\_\_\_ and otherwise in a seaworthy, efficient and thoroughly manned condition.

1.2 Particulars of Vessel (for reference):

**Type:** Trailing Suction Hopper Dredger (TSHD)

**Hopper capacity:** 21,000 m<sup>3</sup> (approx.)

LOA / Breadth / Draft: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Dredging equipment:** Trailing suction pipes, drag arms, pumps, overflow, monitoring equipment, DG PS/survey system, etc.

**Employment, Area and Purpose:** *TO BE FILLED IN*

2.1 The Vessel is hereby chartered by the Owners to the Charterers on a time charter basis for a continuous period of four (4) months (the “Charter Period”), commencing on the date of delivery as defined in Clause 4 below, for the purpose of dredging the Port *define* channel (the “Works”).

2.2 The permitted dredging area is the XXX AND DEFINE (approx. length YYY) and associated turning areas and approaches within the Port limits as designated by the Port Authority or the Charterers' surveyors (the "Operational Area").

2.3 Dumping / Disposal of dredged material shall be at designated disposal grounds up to a average distance of 8.7nautical miles (approx.) from the dredging area, or such other approved disposal sites as may be agreed between the parties and local authorities (the "Dumping Grounds").

2.4 The intended volume of material to be dredged during the Charter Period is approximately XXX million (NUMBER) cubic meters (the "Estimated Volume"). This is an estimate only and does not form a guaranteed minimum or maximum unless otherwise agreed in writing.

### **3. Charter Period and Extension**

3.1 The Charter Period shall be four (4) consecutive months, commencing on delivery and expiring at the expiry time on the date four months thereafter, unless terminated earlier in accordance with Clauses of this Charterparty. The Charterer will have the right to extend these at the same terms and conditions for an additional 12 calendar months.

3.2 If completion of the Works requires time in excess of the Charter Period through no fault of the Owners, the Charterers shall have the option to extend the Charter Period by mutual agreement on the same terms and rates or such other terms as may be agreed.

### **4. Delivery and Redelivery**

4.1 Delivery: The Vessel shall be delivered by the Owners to the Charterers by arrival and commencement of operations at \_ (place of delivery) on or about \_\_ (date) or as mutually agreed, fully certificated, in class, and in a thoroughly efficient, manned and operational condition ready for immediate dredging operations.

4.2 Redelivery: On expiry or earlier termination of the Charter Period, the Charterers shall redeliver the Vessel to the Owners at Port (port/place) or such other place as mutually agreed, in the same order and condition as at delivery, fair wear and tear excepted, and with all certificates and equipment required by national and international regulations.

### **5. Hire and Payment**

5.1 Hire Rate: The Charterers shall pay to the Owners a time charter hire rate of USD \_\_\_\_\_ per day (or alternative currency) payable in advance/arrears (choose) in monthly installments of USD \_\_\_\_\_ each payable on the first day of each calendar month to Owners' nominated bank account.

5.2 Mobilisation / Demobilisation: Unless included in the hire, any mobilisation and demobilisation costs, including repositioning the Vessel to/from the Operational Area, fuel, tugs, port charges, and crew overtime incurred for such movement shall be for the

---

account of the Charterers/Owners as agreed: [specify]. (If the parties wish, fix a lump-sum mobilisation fee).

5.3 Security for Hire: The Charterers shall provide a bank guarantee / standby letter of credit in the amount of USD \_\_ (equivalent to \_\_ days' hire) prior to delivery as security for the payment of hire and other sums due under this Charterparty.

5.4 Demurrage / Overtime: Any delays to operations caused by the Charterers, including but not limited to suspensions, restricted working, or failure to provide permits, shall not relieve the Charterers from paying hire for such periods. Similarly, if overtime is required by the Charterers outside agreed working hours, overtime rates shall apply as agreed in **Appendix A**.

## 6. Performance and Productivity

6.1 Productivity Target: The Owners warrant that the Vessel is capable of reasonable productivity under normal working conditions. The Parties acknowledge the Estimated Volume of XXX m<sup>3</sup> is subject to site conditions, material type (e.g., sand, silt, clay, mud), weather, tidal and hydrographic conditions and that productivity cannot be guaranteed. **Dredging Methodology & Execution Plan have to be submitted along with the proposal as per Appendix-G based on Port Requirement.**

6.2 Performance Monitoring: The progress and productivity shall be monitored by daily logs, hopper logs, GPS/dredge monitoring records, and monthly progress reports, which both parties shall make available. Joint survey(s) shall be carried out as per **Clause 9. (All payments shall be made on the basis of joint hydrographic surveys and joint data processing)**

6.3 Weather and Force Majeure: Adverse weather, sea conditions, or force majeure events that prevent safe or effective dredging shall suspend operations without liability to either party for the period affected, except that hire shall continue unless otherwise agreed.

## 7. Voyage, Speed, Fuel and Bunkers

7.1 The Charterers shall have the right to direct the Vessel's employment within the Operational Area for the purpose of performing the Works, subject to safety, class and statutory requirements.

7.2 Fuel / Bunkers: The Owners shall provide fuel/bunkers necessary for normal vessel operation. The allocation of fuel consumption and cost shall be: [choose one: included in hire / Charterers to pay at cost / Owners to supply and Charterers reimburse on bunker survey]. Fuel for the dredging plant (pumps) shall be supplied by: [specify]. Any additional fuel consumed as a result of orders outside normal operations shall be for the Charterers' account.

---

## 8. Crew, Manning and Working Hours

8.1 Manning: The Owners shall provide a competent crew and master, sufficient to operate the Vessel and dredging equipment in safe and efficient manner and in accordance with international regulations and class requirements. The Owner shall provide the services of a qualified and experienced Dredging Superintendent to work in coordination with the Charterer during contract period as mentioned at Appendix-----.

8.2 Working Hours: Normal working hours shall be [e.g., 24 hours/day; 7 days/week] as required for the Works, subject to local law, safety and environmental considerations. Overtime and shift arrangements shall be agreed in **Appendix**

## 9. Surveys, Measurement and Reporting

9.1 Pre-commencement and Post-completion Surveys: Joint hydrographic surveys shall be carried out prior to commencement and upon completion of the Works by mutually agreed independent surveyor(s) to determine baselines, pre-dredge volumes, and final volumes.

9.2 Interim Surveys: Interim progress surveys shall be carried out at agreed intervals (e.g., weekly/fortnightly/monthly) or upon reasonable request to measure dredged volumes and productivity.

9.3 Survey Costs: The cost of the pre-commencement and final survey shall be for the Charterers/Owners as agreed. Interim surveys costs shall be for: [specify]. Any disputed volume determinations shall be resolved by a mutually agreed independent surveyor nominated by National Hydrographer of Pakistan whose determination shall be final and binding.

## 10. Permits, Customs, Port and Local Formalities

10.1 The Charterers shall obtain and pay for all necessary permits, licenses and authorizations from local authorities required specifically for the dredging works and dumping/disposal of dredged materials, unless otherwise agreed.

10.2 The Charterers shall pay or reimburse port, pilotage, customs and local authority charges related to the dredging operations and the disposal of dredged material, unless otherwise instructed or required by local law to be paid by Owners.

## 11. Insurance and Indemnities

### 11.1 Insurance by Owners: The Owners shall maintain:

Hull & Machinery and P&I insurance covering third party liabilities and crew in customary cover and amounts and keeping the Vessel classed and certificated;

War, strikes and loss of hire insurance as applicable (specify whether Charterers or Owners to pay war risk premiums during operations in specified waters).

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11.2 Insurance by Charterers: The Charterers shall effect and maintain appropriate dredging liability insurance, including pollution liability and removal of wreck, covering the operations and obligations of the Charterers and their appointed agents for the duration of the Works, with limits not less than USD \_\_\_\_\_ per event (or as required by local authorities).

11.3 Indemnities: Each party shall indemnify the other against liabilities, losses, costs or damages arising out of their own negligence, willful misconduct, breach of this Charterparty, or failure to obtain required permits. The Charterers shall indemnify and hold harmless the Owners from liabilities arising from the disposal/dumping of dredged material at the designated sites, except to the extent caused by Owners' negligence.

## **12. Pollution, Removal of Wreck and Environmental Compliance**

12.1 The parties shall comply with all applicable international and local environmental laws and regulations relating to dredging, disposal of spoil, and protection of marine environment. The Charterers shall provide details of permitted disposal sites and any applicable environmental constraints.

12.2 If any dumping/disposal causes contamination or pollution for which the Owners are held liable, the Charterers shall cooperate and indemnify Owners, except where liability arises from Owners' breach.

12.3 Removal of Wreck: If any part of the Vessel or equipment becomes stranded /abandoned as a result of dredging operations, the party responsible shall promptly remove same in accordance with applicable law at its cost.

## **13. Off-Hire**

13.1 The Vessel shall be off-hire during periods when it is unable to perform due to breakdowns of main dredging equipment, major machinery, or defects not due to Owners' negligence, collisions, or other events making the Vessel unfit for operations. Repair time reasonably required shall be off-hire to the extent the Vessel cannot perform dredging operations.

13.2 The Vessel shall not be off-hire for stoppages caused by the Charterers (e.g. suspension of works, lack of permits, restricted disposal grounds). In such cases hire shall continue.

13.3 Off-hire calculation: Off-hire shall be calculated pro rata on a daily basis (24-hour day).

## **14. Suspension and Termination**

14.1 Either party may suspend operations or terminate the Charter party if the other party commits a serious breach of its obligations and fails to remedy within thirty (30) days after receipt of written notice.

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- 14.2 The Owners may terminate if the Charterers fail to pay hire when due or fail to provide required security within agreed time.
- 14.3 The Charterers may terminate if the Vessel is not delivered by the agreed delivery date (or by agreed extension) and the delay is due to Owners' failure, subject to Owners having reasonable allowance for mobilization / breakdowns or force majeure.
- 14.4 Upon termination, parties shall settle outstanding accounts, arrange redelivery, and conduct final surveys.

## 15. Loss, Damage and Repairs

- 15.1 The Charterers shall be responsible for loss of or damage to the Owners' dredging gear and equipment caused by the Charterers' negligence or improper use and shall reimburse Owners for repair or replacement costs, except for fair wear and tear or damage caused by Owners' negligence.
- 15.2 Major repairs required to the Vessel which make her unfit for operations shall be for Owners' account and time off-hire. Minor repairs caused by Charterers' operations shall be for Charterers' account.

## 16. Sub-Contracting and Assignment

- 16.1 The Charterers shall not sub-contract the dredging operations in whole to third parties without the prior written consent of the Owners, which consent shall not be unreasonably withheld. The Owners shall have the right to subcontract technical/survey services.
- 16.2 Neither party shall assign or transfer its rights and obligations under this Charter party without prior written consent of the other (not to be unreasonably withheld), except that Owners may assign hire receivables to finance parties provided Charterers are promptly notified.

## 17. Notices

- 17.1 All notices required or permitted shall be in writing and delivered by hand, courier, email (with confirmation), or registered mail to the addresses stated herein or such other address as a party may notify.

## 18. Governing Law and Arbitration

- 18.1 This Charter party shall be governed by and construed in accordance with the laws of **Pakistan**.
- 18.2 Any dispute arising out of or in connection with this Charter party shall be finally settled by arbitration under the rules of **[e.g., London Maritime Arbitrators Association (LMAA) / ICC / SIAC]** by a tribunal of [one/three] arbitrator(s). The seat of arbitration shall be **Karachi, Pakistan**. The language of arbitration shall be English.

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## 19. General Provisions

- 19.1 Entire Agreement: This Charter party contains the whole agreement between the parties and supersedes any prior agreements.
- 19.2 Severability: If any provision is held invalid, the remainder shall continue in full force and effect.
- 19.3 Force Majeure: Neither party shall be liable for failure to perform due to events beyond reasonable control (e.g. acts of God, war, strikes, and government action). The affected party shall notify the other promptly and take reasonable steps to mitigate.
- 19.4 Confidentiality: Both parties shall keep confidential commercial terms and operational details except as required by law or as necessary to perform the Works.

### Appendices (to be attached and form part of this Charter party)

- A. **Payment schedule**, hire rate particulars, overtime rates, mobilization /demobilization terms.
- B. **Detailed scope of works**, dredging sections, depth, tolerances, and dredge lines.
- C. **Dumping/disposal** ground coordinates, environmental restrictions, and permits.
- D. **Survey procedures**, surveyors' names/standards, reporting format.
- E. **Insurance** minimum limits and required certificates.
- F. **Crew and manning matrix**, working hours and overtime terms.
- G. **Dredging Methodology and Execution Plan**
- H. **Dredging Superintendent responsibilities**

### Execution

Signed for and on behalf of Owners:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of Charterers:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix M: SPECIALIZED DREDGING INSURANCE

### Contractors All Risks (CAR) / Marine Works

Coverage Component		Minimum Limit (USD)
<b>DAMAGE TO THE WORKS</b>		
Contract Works Value		Full contract value
For this project		USD minimum
<b>THIRD PARTY LIABILITY (Additional to P&amp;I)</b>		
Property Damage		USD 50,000,000
Bodily Injury/Death		USD 25,000,000
Environmental Liability		USD 50,000,000
<b>SPECIFIC DREDGING RISKS</b>		
Submarine Cables/Pipelines		USD 25,000,000
Navigation Channel Damage		USD 50,000,000
Harbor Installations		USD 50,000,000
Third Party Vessels		USD 100,000,000
Utility Services		USD 10,000,000
<b>EQUIPMENT BREAKDOWN</b>		
Dredging Equipment		Replacement value
Survey Equipment		USD 2,000,000
Mechanical/Electrical		Included in H&M
<b>LOSS OF HIRE (Optional)</b>		
Daily Indemnity		USD 145,000/day
Waiting Period		14-30 days
Maximum Period		90-180 days
Annual Limit		USD 15,000,000

### **Bidder's LIABILITY & CREW INSURANCE**

#### **Coverage Requirements:**

Coverage Type		Minimum Limit
<b>Bidder's LIABILITY</b>		
Per Person		USD 5,000,000
Per Incident		USD 25,000,000
Aggregate		USD 50,000,000
<b>CREW COMPENSATION</b>		
Death/Permanent Disability		Per flag state requirements
Medical Expenses		Unlimited (statutory)
Sick Wages		Per MLC 2006/ITF standards
Loss of Personal Effects		USD 25,000 per person
<b>WORKERS COMPENSATION (Shore Staff if applicable)</b>		
Coverage		Per local law requirements

**REQUIRED INSURANCE CERTIFICATES**
**Mandatory Certificates & Documentation:**
**Primary Certificates (Must be onboard):**

No.	Certificate	Issuer
1	HULL & MACHINERY INSURANCE	
	Certificate of Insurance	Insurance Broker
	Cover Note	Underwriters
	Full Policy Wording	Insurers
	Endorsements & Amendments	Insurers
2	PROTECTION & INDEMNITY	
	P&I Club Certificate (Blue Card)	P&I Club
	Certificate of Entry	P&I Club
	Full Cover Terms	P&I Club
	Territorial Limits Confirmation	P&I Club
3	WAR RISKS INSURANCE	
	Hull War Risks Certificate	War Risks Insurers
	P&I War Risks Certificate	P&I Club
	JWC Approval (if required)	Insurers
4	MARINE POLLUTION INSURANCE	
	CLC Certificate (if >1000 GT)	Flag State/Insurers
	Bunker Convention Certificate	Flag State/Insurers
	Wreck Removal Certificate	Flag State/Insurers
5	BIDDERS LIABILITY/CREW	
	Bidder's Liability Certificate	Insurers
	Workers Comp. (if applicable)	Local Insurers

## TERMS OF REFERENCE

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## TERMS OF REFERENCE

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## TERMS OF REFERENCE (TOR)

### Time Charter of Trailer Suction Hopper Dredger (TSHD)

#### Employer

National Dredging & Marine Services (NMDS)

#### Date

December 11, 2025

#### 1. Background & Institutional Context

1.1 The National Maritime Development & Management Services Company (NDMS) has been established under the directives of the Government of Pakistan to serve as the country's centralized national dredging capability. NDMS is jointly owned by National Logistics Corporation (NLC), Karachi Port Trust (KPT), Port Qasim Authority (PQA) and Gwadar Port Authority (GPA) in accordance with its approved shareholding structure. It operates under the policy oversight of the Ministry of Maritime Affairs and is mandated to undertake and manage dredging requirements at Pakistan's major ports and associated waterways.

1.2 As documented in NDMS's progress reports and strategic directives, the organization is required to:

- Develop and maintain national dredging capability.
- Undertake port maintenance and capital dredging activities.
- Engage international dredging Bidders where required.
- Ensure operational readiness to support port expansions, navigational safety, and draft maintenance.
- Comply with PPRA rules, SOE Act 2023, and all applicable port and maritime regulations.

1.3 To fulfil its national mandate and meet near-term operational requirements at KPT, PQA and associated channels, NDMS intends to charter high-capacity TSHD dredging vessels and a dedicated hydrographic survey boat to support continuous monitoring, measurement and validation of dredging outputs.

#### 2. Objective of the Assignment

2.1 The objective is to procure, through a competitive and transparent PPRA process, the following:

### **(a) Time-Charter of TSHD Dredger**

To provide continuous dredging support using foreign-flag TSHD with minimum aggregated hopper capacities of greater than ( $\geq$ ) 13,500 on a 4-months charter basis, extendable up to 12 months or longer by mutual agreement.

## **3. Scope of Services – TSHD Time Charter**

### **3.1 Vessel Requirements**

The Bidder shall provide TSHD vessels meeting the following minimum requirements:

- **Minimum hopper capacity:**  $\geq 13,500 \text{ m}^3$  (single vessel or combination achieving aggregated volume).
- IMO-compliant vessel class, valid statutory and class certificates.
- Dedicated dredging pumps and drag heads suitable for maintenance and capital dredging.
- Fully operational propulsion, dredge control systems and monitoring units.
- Compliance with SOLAS, MARPOL and port security regulations.
- Capability to perform dredging in stiff clay/silt/sand materials expected at KPT/PQA.
- Adequate fuel storage and endurance for uninterrupted operations.
- Ability to work in constrained turning basins, access channels and port berths.

### **3.2 Manning & Operational Capability**

- Dredging superintendent
- Full technical crew, master, officers and dredge operators.
- 24/7 operational readiness subject to weather.
- Daily production reporting (hopper volume, cycles, downtime, fuel, incidents).
- Weekly progress surveys jointly with the Employer.
- Onboard safety officer and HSE manual.
- Emergency response preparedness.

### **3.3 Charter Terms**

- Charter period: 4 months, extendable to 12 months by mutual agreement.
- Charter commences after temporary importation and clearance of vessel in Pakistan.
- Off-hire provisions for mechanical breakdown beyond specified limits.
- Fuel to be included/excluded as per Schedule of Prices.
- All customs, taxes, duties, applicable stamp duty on the Agreement, port charges, permits, crew visas, port clearances and permissions are the sole responsibility of the Bidder.
- Employer bears no responsibility for delays or costs related to regulatory processes.
- Training & transfer of knowledge to NDMS personnel shall be provided in English.

### **3.4 Reporting & Deliverables**

- Daily production reports.

- Weekly hydrographic survey results.
- As-dredged maps and validated quantities.
- Fuel consumption logs (if applicable).
- Monthly operational performance summaries.

## 5. Foreign Exchange Exposure

- Price quotation shall be in USD
- Payment shall be made 50% USD / 50% PKR, at the PKR-USD exchange rate prevailing on the date of invoicing.
- All FX risk remains with the Bidder.

## 6. Mobilization & Demobilization

- Mobilization shall occur immediately after issuance of Letter of Acceptance (LoA) and temporary importation.
- Demobilization upon completion of the charter period or extensions.
- All costs of mobilization/demobilization, towage, agents, permits, port dues, taxes and customs are the full responsibility of the Bidder.

## 7. Health, Safety, Environmental (HSE) Compliance

- HSE Plan in accordance with IMO, ISM Code and Pakistan port regulations.
- Spill prevention and waste management systems.
- Emergency procedures and drills.
- Bidder responsible for environmental compliance and all penalties for violations.

## 8. Data Ownership and Confidentiality

- All survey data, dredging logs, GIS files, charts and as-built documents shall become the property of the Employer.
- Bidder shall maintain confidentiality and shall not publish or share information without written approval.

## 9. Evaluation Criteria

### 9.1 Technical Evaluation (35%)

- Experience with TSHDs of similar hopper capacity (minimum 3 comparable projects).
- Documented production outputs.
- Vessel compliance with required specifications.
- Past performance with global port authorities.
- Dredger availability, age and condition.
- Dredging-plan, methodology and resource plan.
- HSE and emergency response systems.
- Qualification and experience of key personnel.
- Financial strength and turnover requirements.

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## 9.2 Financial Evaluation (65%)

- Most advantageous based evaluated bidder (Fm/F formula).
- Completeness of pricing schedule.
- Reasonableness of rates and avoidance of unbalanced bids.
- PKR payment advantage: more than 50% = +5 points; 100% PKR = +10 points.

## 10. Deliverables from Bidder

- Mobilized TSHD(s).
- Daily and weekly operational reports.
- Volume calculations and validated surveys.
- Monthly progress reports.
- Final completion dossier.

## 11. Deliverables Required from Bidders (with Bid)

- Complete technical proposal.
- Compliance matrices.
- Vessel certificates and class documents.
- Crew Matrix and manning plan.
- Production histories.
- Survey equipment lists.
- Safety, environmental and risk management plans.
- Dredging Methodology & Execution plan (Appendix G).

## 12. Governing Standards

- PPRA Rules 2004
- IMO / SOLAS / MARPOL
- ISM Code
- Pakistan Customs regulations
- KPT/PQA operational regulations

## SECTION 13 – GENERAL INFORMATION & GUIDANCE TO BIDDERS

### 13.1 Purpose of This Section

This section provides overarching guidance to Bidders, clarifies the Employer's expectations, and outlines the fundamental principles applicable to the procurement of Trailing Suction Hopper Dredgers (TSHDs) for NDMS

It is intended to help Bidders understand the operational, technical, regulatory, and contractual framework of this tender.

### 13.2 Employer's Procurement Mandate

National Development & Marine Services (NDMS) are authorized to undertake dredging operations and associated hydrographic survey activities at Pakistan's ports and waterways.

Under this mandate, NDMS seeks to procure:

- (1) Time-Charter of TSHD Dredgers
  - Aggregated hopper capacity of
    - Package A  $\geq 13,500 \text{ m}^3$

This procurement shall be carried out strictly in accordance with PPRA Rules, ensuring transparency, fairness, and competitiveness.

### 13.3 General Intent & Expectations

The technical specifications set out the minimum performance, safety, operational and reporting requirements.

It is not the Employer's intention to define every operational detail. Bidders must therefore provide:

- Complete, fully functional dredging and hydrographic survey solutions
- Vessels and equipment compliant with internationally recognized standards, including IMO, SOLAS, MARPOL, IHO S-44, and Class Rules
- Vessels capable of continuous commercial operation under hydrological and environmental conditions prevailing in Pakistan

### 13.4 Mandatory Bidder Responsibilities

All Bidders shall assume full responsibility, at their cost and risk, for:

- (a) Vessel & Survey Readiness
  - Seaworthiness and valid Class certification

- Competent and certified crew, including Master, Officers, Engineers, Dredge Operators, Hydrographer
- Fuel, lubricants, consumables, spares, and all logistics
- Maintenance and repairs ensuring uninterrupted operations

(b) Regulatory, Financial & Logistical Compliance

Bidders must independently ensure:

- Temporary importation of vessels
- Customs clearances, regulatory approvals, and security passes
- Payment of all port dues, taxes, duties, tariffs, levies
- Visas, crew entry permits, port access permissions
- No disruption to port traffic or navigational safety

The Employer will not be responsible for any permissions, waivers, clearances, demurrage, penalties, delays, or costs.

(c) Survey & Reporting Obligations

- Daily dredging production logs
- Joint survey Pre-dredging survey
- Interim survey
- Weekly and post dredging survey results
- Digital datasets in required formats
- Final as-dredged charts and volume computations

### 13.5 Reliability of Information Provided

Any bathymetric, hydrological or operational data provided by the Employer is **for guidance only**. NDMS Does not guarantee its accuracy or completeness

- Shall not be liable for Bidder conclusions

Bidders shall:

- Conduct independent site visits
- Carry out their own investigations
- Verify all operational constraints and conditions
- Assess risks and contingencies

### 13.6 Employer's Oversight (Without Assumption of Liability)

The Employer may appoint independent consultants to:

- Review submissions
- Monitor dredging performance
- Validate survey quantities
- Assess contractual compliance

However, such oversight does not replace or reduce the Bidder's contractual responsibilities or liabilities.

### **13.7 Legal Effect of This Section**

This section forms an integral component of the Bidding Documents and shall be read together with:

- Instructions to Bidders (ITB)
- Technical Specifications
- Schedules to Bid
- Conditions of Contract
- Any Addenda issued

## SECTION 14 – DETAILED TECHNICAL SPECIFICATIONS FOR TSHD DREDGERS

This section describes comprehensive mandatory technical requirements for the dredgers to be chartered by NDMS. Bidders must submit full technical compliance documentation against every requirement.

**NOTE:** All specifications are mandatory unless stated otherwise.

### 14.1 CATEGORY A – TSHD WITH HOPPER CAPACITY $\geq 13,500 \text{ m}^3$

#### 14.1.1 Vessel Particulars and Class Requirements

The vessel shall meet the following minimum requirements:

**(1) Hopper Capacity:**

- Not less than 13,500 m<sup>3</sup> (verified from Class certificate).
- Proof of hopper volume measurement methodology must be provided.

**(2) Classification Society:**

Vessel must be classified with a full-class IACS member with notations for:

- Dredger / Hopper Dredger
- Unrestricted Navigation
- Machinery Automation (AUT)
- Fire Safety Class Notation

**(3) Statutory Certificates (all required):**

- Load Line Certificate
- Safety Construction Certificate
- Safety Equipment Certificate
- Safety Radio Certificate
- International Oil Pollution Prevention Certificate (IOPP)
- International Sewage Pollution Prevention Certificate
- International Air Pollution Prevention (IAPP) Certificate
- Minimum Safe Manning Certificate
- International Tonnage Certificate
- P&I Club Entry

**(4) Vessel Age:**

- Preferably  $\leq 5$  years
- If  $> 10$  years: mandatory structural survey summary + UTM report + dry-docking certificate (not older than 24 months)

#### 14.1.2 Hull, Structure & Stability

- Double-hull construction preferred
- Sufficient structural strength to withstand repeated hopper loading/unloading cycles

- Intact and damage stability must comply with IMO requirements
- Hopper must be self-trimming with sloped bulkheads
- Hopper bottom doors must be hydraulically operated with redundancy
- Overflow arrangement must ensure minimal turbidity and compliance with subject to port authority regulations and MARPOL Annex V

#### **14.1.3 Dredging System Requirements**

##### **14.1.3.1 Suction Pipe & Drag head**

- At least one complete suction arm system with:
  - Underwater dredge pump
  - Drag head with replaceable teeth (for stiff clay and hard layers)
  - Pressure / flow sensors
  - Drag head depth sensors
  - Side-scan sonar or equivalent sensors (preferred)

##### **14.1.3.2 Dredging Depth Capability**

- Minimum 25 meters
- Bidder must specify:
  - Maximum dredge depth
  - Optimal dredge depth
  - Penetration capability (kN)
  - Drag head pressure ratings

##### **14.1.3.3 Dredge Pump Requirements**

- Pump type: Centrifugal dredge pump
- Required documentation:
  - Pump curve (head vs. capacity)
  - Installed power
  - Suction/discharge pipeline dimensions
  - Performance at various densities

##### **14.1.3.4 Hopper System**

- Hopper volume measurement via:
  - Ultrasonic scanners or
  - Pressure transducers
- Hopper strength certification
- Scupper and spillway arrangements allowing controlled overflow
- Bottom door discharge rate ( $m^3/min$ ) must be provided

#### **14.1.4 Propulsion, Power & Maneuvering**

- Self-propelled with minimum transit speed 13 knots
- Bow thrusters must be fitted

- Stern thrusters preferred
- Dynamic Positioning (DP1) desirable
- Redundant generators for auxiliary and dredging power
- Full automation of engine room (AUT)

#### 14.1.5 Navigation & Positioning Systems

##### Mandatory:

- DGPS (dual-antenna recommended)
- Gyro compass
- AIS Class A
- ECDIS
- Radar (ARPA)
- Echo sounder (single-beam)

Required dredge positioning:

- Dredge monitoring system with real-time position of suction pipe and drag head
- Accuracy:  $\leq 2$  meters horizontal

#### 14.1.6 Manning Requirements

##### Minimum Crew

- Master
- Chief Officer
- Chief Engineer
- 2nd Engineer
- Dredge Master
- Dredge Operator(s)
- ETO
- Bosun
- Deckhands
- Engine-room crew
- Cook/Steward

All officers must be proficient in **English**.

#### 14.1.7 Performance Requirements

The vessel must provide:

- Minimum production efficiency  $\geq 85\%$  over 24 hours
- Expected dredging cycle submission:
  - Sailing time loaded/unloaded
  - Pumping time
  - Loading rate
  - Dredging Extracting time

Bidder must submit:

- Three months of previous daily production logs
- Fuel consumption rates:
  - Transit
  - Dredging
  - Idle

#### 14.1.8 HSE & Environmental Requirements

The vessel must comply with:

- ISM Code
- SOLAS
- MARPOL (Annexes I, IV, V, VI)
- SOPEP
- Emergency Response Manual
- Garbage Management Plan
- Waste / oily Water Management Plan

Also required:

- Onboard oil-spill kit
- Confined space entry procedures
- PPE inventory & safety drills logs

#### 14.1.9 Communication & Reporting

Daily reports must include:

- Volume dredged
- Number of hopper loads (trips)
- Density
- Downtime analysis
- Fuel consumed
- Weather restrictions
- Equipment failures

Weekly reports include:

- Survey-verified quantities
- Progress charts
- Performance KPIs

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## SECTION 15 – MEASUREMENT, PAYMENT TERMS AND BID PRICING REQUIREMENTS

### 15.1 General

This Section defines the method of measurement, basis of payment, required schedules of prices, and instructions for Bidder pricing submissions for:

#### (1) Time-Charter of Trailing Suction Hopper Dredgers (TSHDs)

- Category A:  $\geq 13,500 \text{ m}^3$
- All prices must be firm, fixed, and inclusive of all obligations described in the Bidding Documents.
- No claim for additional payment shall be entertained for any item, provision, or responsibility that is reasonably required to complete the Services.

### 15.2 Currencies and Exchange Mechanism

#### 15.2.1 Bid Currency

Bidders shall quote:

- All vessel time-charter rates in USD
- All Pakistan-based costs in PKR

#### 15.2.2 Payment Currency Split

Payments shall be made as follows:

- 50% in USD
- 50% PKR equivalent at the prevailing interbank rate on the date of Contract signing

Bidders must submit separate USD and PKR components clearly.

#### 15.2.3 Taxes & Duties

Bidders shall include:

- Pakistan taxes
- Port dues
- Temporary importation obligations
- Income tax & withholding tax
- All statutory deductions

Employer will make statutory deductions as per law.

### 15.3 Method of Measurement — TSHD Dredger Services

TSHD charter services shall be measured based on:

### 15.3.1 Daily Time Charter Rate (Primary Unit of Payment)

Measured in **calendar days**, from:

- Completion of temporary importation,
- Acceptance Inspection by Employer, and
- Issuance of “Notice of Commencement”.

### 15.3.2 Off-Hire Periods (Deductions)

The following will be non-payable:

- Mechanical breakdowns
- Class suspensions
- Equipment failure of dredge pumps, suction arms, drag heads
- Non-availability due to crew shortages
- Failure to comply with HSE or port regulations

Off-hire to be measured in **hours**, deducted from daily rate.

### 15.3.3 Paid Standby (If Applicable)

Paid standby may be allowed (only if instructed by Employer) and must be quoted separately as per industry standard

### 15.3.4 Mobilization / Demobilization (Lump Sum)

Measured as:

- Mobilization = *Lump Sum*
- Demobilization = *Lump Sum*

Mobilization payment only after:

- Temporary importation
- Dredger acceptance test
- Submission of Class and Statutory certificates

### 15.4.3 Mobilization / Demobilization (Lump Sum)

## 15.5 Payment Terms

Payments shall be made monthly upon submission of:

- (1) Valid invoice
- (2) Daily log sheets (vessel & survey equipment)
- (3) Production reports (for dredger)
- (4) Off-hire record
- (5) Certificate of Satisfactory Performance issued by Employer

(6) Dredged quantity determined / measured through Joint Survey, which shall only be utilized for the purpose of payment

### 15.5.1 Retention

Five percent (5%) will be applied unless specified in PCC.

### 15.5.2 Advance Payment

No advance payment.

### 15.5.3 Deductions

Deductions will apply for:

- Off-hire periods
- Incomplete daily data
- Safety violations
- Failure to meeting KPIs (if applicable)

## 15.6 Bid Pricing Requirements — TSHD

Bidders shall submit the following:

### 15.6.1 Schedule of Prices – TSHD (to be filled by Bidder)

#### A. Lump Sum Components

Item	Description	Currency	Amount
1	Mobilization (LS)	USD	_____
2	Demobilization (LS)	USD	_____
3	Temporary Importation Costs	PKR	_____

#### B. Time-Charter Components

Item	Description	Unit	Currency	Rate
1	Daily Time-Charter Rate	Per Day	USD	_____
2	Paid Standby Rate (if applicable)	Per Day	USD	_____
3	Additional Crew (if any)	Per Day	USD	_____

Separate schedules must be submitted for:

- TSHD  $\geq 13,500 \text{ m}^3$

## 15.8 Pricing Rules and Conditions

- All rates must be fixed and firm for the entire charter period.
- Bidders must quote all items; incomplete pricing will be treated as non-responsive.
- The charter rate will be inclusive of initial mobilisation, final de-mobilisation, man power, fuel, lubricants, repairs, stores, spares, insurance, ancillary equipment for a 24 hours period operation.
- All consumables, spares, crew costs, fuel, maintenance, repairs, insurance, certifications, dry-docking costs (if any) are included in the daily rate.
- Employer will not be responsible for:
  - Temporary importation delays
  - Port dues, pilotage, towage, customs
  - Crew visas or immigration issues
- All risk of vessel operation remains with the Bidder.

## 15.9 Bid Submission Format

Bidders shall submit pricing as follows:

- **Schedule of Prices – TSHD  $\geq 13,500 \text{ m}^3$**
- Summary Price Sheet (Grand Total)
- USD/PKR Breakdown Sheet
- Fuel consumption & efficiency tables (informational)
- Charter inclusions and exclusions list
- Off-hire policy acceptance

All schedules must be:

- Signed & stamped
- Submitted in both hard copy and soft editable Excel format
- Placed in the Financial Proposal Envelope

## 15.10 Basis of Evaluation (Information Only)

The MAB evaluated cost will be based on:

- Lump Sum Items
- Daily Charter Rates  $\times$  estimated duration
- Deductions for exclusions/non-compliance

## SECTION 16 — KEY PERFORMANCE INDICATORS (KPIs) & PENALTIES

### 16.1 General Requirements

This section establishes the Key Performance Indicators (KPIs) applicable to:

**TSHD Class A** – Minimum Hopper Capacity  $\geq 13,500 \text{ m}^3$  The Bidder (Charterer) shall meet all KPIs throughout the Charter Period.

Failure to meet KPIs will result in deductions, off-hire, LDs, or termination.

KPI data will be validated by the Employer through:

- AIS logs
- Daily production logs
- Equipment sensor data
- Hydrographic survey results
- Inspections & audits

### 16.2 KPI Categories

KPI Category	Applies To	Measurement Basis	Consequence
Availability	TSHDs	% of operational hours	Off-hire & USD penalties
Production	TSHDs	$\text{m}^3/\text{day}$ or $\text{m}^3/\text{week}$ achieved	USD performance deductions
HSE Performance	TSHD	Safety compliance	USD penalties or suspension
Reporting Compliance	TSHD	Timeliness & accuracy	USD penalties
Operational Readiness	TSHD	Crew, equipment, seaworthiness	USD deductions

### 16.3 Availability KPIs

#### 16.3.1 Minimum Required Availability

Vessel	KPI Threshold	Measurement
TSHD $\geq 13,500 \text{ m}^3$	$\geq 85\%$ monthly	Calendar month

#### 16.3.2 Off-Hire Conditions

A vessel is 100% off-hire when:

- Mechanical/electrical failure

- Pump/drag head/gate malfunction (TSHD)
- Crew shortage
- HSE non-compliance
- Loss of class, seaworthiness, or certification
- Missing daily reporting

#### 16.4 Production KPIs (TSHDs Only)

Vessel Class	Minimum Daily Production	Minimum Weekly Production
TSHD $\geq$ 13,500 m <sup>3</sup>	27,000m <sup>3</sup> /day	189,000m <sup>3</sup> /week

Production will be validated through pre and post dredge surveys. Production will be validated through joint pre and post dredge surveys including joint interim dredge surveys for monthly payment

#### 16.5 HSE KPIs

- **0 Lost Time Incidents (LTI)** per month
- Full compliance with MARPOL, SOLAS, ISM
- Mandatory safety drills and toolbox talks
- All crew must hold valid certification

Immediate suspension applies in case of:

- Major accident
- Environmental spill
- Unsafe operations
- Tampering with logs or sensors

#### 16.6 Reporting KPIs

Report	Frequency	KPI
Daily Operational Report	Daily	Submitted within 12 hours
Daily Fuel Log	Daily	100% accuracy
Daily TSHD Production Report	Daily	100% accuracy
Vessel Status Report	Daily	No gaps permitted
Weekly Hydrographic Survey	Weekly	Within 24 hours
Monthly Summary	Monthly	Complete & correct

#### 16.8 Penalties

##### 16.8.1 Availability Shortfall Penalties

Availability Achieved	Penalty (USD)
< 85% (TSHDs)	0.5% of Monthly Charter Hire (USD) per 1% shortfall

Availability Achieved	Penalty (USD)
< 75% (Any vessel)	Full off-hire for days below threshold
< 60% (Any vessel)	Employer may terminate charter

#### 16.8.2 Production Shortfall Penalties (TSHDs)

Shortfall vs Target	Penalty (USD)
< 10%	Written warning
10–20%	2% of monthly hire (USD)
20–30%	5% of monthly hire (USD)
> 30%	7% of monthly hire (USD) + increased Performance Security
> 40%	Employer may terminate charter

#### 16.8.3 Reporting Penalties

Reporting Failure	Penalty (USD)
Daily report late > 12 hrs	USD 250 per day
Incorrect data requiring re-submission	USD 500 per instance
Weekly report late > 24 hrs	USD 1,000 per report
Missing daily report	USD 1,000 per day

#### 16.8.4 HSE Penalties

HSE Violation	Penalty (USD)
Minor HSE violation	USD 300
Repeated minor violations	USD 700
Major HSE violation	USD 5,000
Environmental spill (oil/muck)	USD 15,000 + <b>full cleanup at Bidder's cost</b>
Lost Time Injury (LTI)	USD 10,000

#### 16.9 KPI Verification Method

KPI compliance will be verified using:

- AIS logs
- Dredger onboard production sensors
- Pump/discharge logs
- Hydrographic survey grids
- Daily/weekly reports
- Inspection and audits
- Employer/Consultant verification surveys

The Employer's determination shall be **final and binding**.

## 16.10 Repeated Failure

If KPI failure occurs in **two consecutive months**, the Employer reserves the right to:

- Increase Performance Security
- Issue performance warning
- Reduce charter period
- Terminate charter without penalty

## 16.11 Consolidated Penalty Schedule (USD)

KPI Category	Penalty Basis (USD)
Availability	0.3–0.5% per 1% shortfall
Production	2%–7% of monthly hire
Major HSE Violation	USD 5,000
LTI	USD 10,000
Oil Spill	USD 15,000
Reporting Delays	USD 250–1,000
Survey Accuracy Failures	USD 1,000 + re-survey cost

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## SECTION 17 — EMPLOYER'S OPTION TO PURCHASE THE TSHD(s)

### 17.1 General Provision

Purchase on lease for 3 years along with crew, maintenance except POL at the conclusion of the Time Charter Period, including any extensions agreed between the Parties, the Employer (NDMS) shall have the sole and exclusive option to purchase:

- Any one of the TSHDs, or
- Both TSHDs, or
- All vessels engaged under this Tender on the terms and conditions set out in this Section.

### 17.2 Notice of Intent to Exercise Purchase Option

#### 17.2.1 Formal Notice

If the Employer elects to exercise the Purchase Option, it shall notify the Bidder (Owner) through a written Notice of Intent no later than:

- Sixty (60) days prior to the expiry of the Charter Period (or extended period), or
- Any other mutually agreed timeline.

#### 17.2.2 Non-Binding Discussion Period

Upon issuance of the Notice of Intent:

- A non-binding negotiation window of 30 days shall commence
- Parties shall exchange vessel technical records, valuation data, and documentation
- The Bidder shall facilitate vessel inspections

### 17.3 Purchase Price Determination Mechanism

The final Purchase Price (“Sale Price”) shall be established through one of the following mechanisms, at Employer’s discretion:

#### Option A – Pre-Agreed Buyout Range (Preferred)

The Bidder shall, in its Financial Proposal, provide:

- A minimum and maximum USD buyout value for each vessel
- Buyout values shall reflect:
  - Remaining useful life
  - Residual class validity
  - Engine hours
  - Hull, pump, diagram, and machinery condition
  - Global market resale benchmarks

## Option B – Independent Third-Party Valuation

If the Employer does not accept the Bidder's buyout values:

- The vessel shall be valued by two independent IACS-recognized maritime valuers
- The Sale Price shall be the average of the two valuations
- If valuations differ by > 15%, a third valuation may be commissioned
- Third valuation shall be binding???

## Option C – Market Comparative Valuation

Employer may request:

- Global average resale prices of comparable TSHDs (same year, tonnage & capacity)
- Class/flag/certification adjustments
- Machinery & dredging system adjustments

## 17.4 Vessel Condition at Point of Sale

The bidder shall deliver the vessel in the following condition:

### 17.4.1 Class & Certification

- Valid IACS Class Certificates (no overdue recommendations)
- Valid statutory certificates (Load Line, Safety Construction, Safety Equipment, ISM, ISPS, MARPOL)

### 17.4.2 Machinery & Systems

- All machinery and equipment in fully operational condition
- Dredge pumps, drag head, valves, hopper systems, hydraulics fully functional
- Recent maintenance records included

### 17.4.4 Documentation

- Complete technical file
- Engine room logbooks
- Dry-dock records (last 2 cycles)
- Maintenance history
- Spare parts inventory list

## 17.5 Inspections and Surveys

### 17.5.1 Pre-Purchase Condition Survey

Employer may appoint:

- A marine surveyor
- A dredging-specialized technical inspector
- Class-approved engineers

The Bidder shall allow:

- Full access to vessel
- Sea trials
- Machinery tests
- Dredging system function tests (TSHDs)

#### **17.5.2 Defect Rectification**

Before transfer:

- All major defects shall be rectified at Bidder's cost
- Minor defects may be accepted with negotiated deduction
- Fuel and consumables handed over as per joint inspection memo

#### **17.6 Transfer of Title and Ownership**

Upon payment of the agreed Sale Price:

- Full title and ownership including all licenses and warranties (spares) passes to the Employer
- Bidder shall provide:
  - Bill of Sale
  - Deletion Certificate from previous flag
  - Classification approval of transfer
  - Inventory of equipment
  - List of spare parts
  - Crew clearance certificates
- Employer shall be free to:
  - Re-flag the vessel
  - Rename the vessel
  - Register under Pakistan flag or any other flag

#### **17.7 Taxes, Duties & Costs**

Unless otherwise agreed:

- Seller bears all costs related to:
  - Deletion from foreign flag
  - Surveys prior to sale
  - Clearing liens, encumbrances, mortgages
- Employer bears costs related to:
  - Import duties or exemptions
  - Re-flagging
  - Registration in Pakistan.

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## 17.8 Effect on Performance Security & Guarantees

### 17.8.1 Charter Performance Security

Performance Security remains valid until the charter period ends, independent of purchase option.

### 17.8.2 Purchase Security

Employer may require:

- A separate purchase guarantee
- Bank confirmation of sale price transferability
- No liens/court stays on vessel

## 17.9 Termination of Charter Upon Purchase

Upon completion of sale:

- The Time Charter ends immediately
- No further hire charges apply
- Any outstanding deductions (LDs, penalties, off-hire) are settled
- Vessel is delivered as a purchased asset, not a chartered asset

## 17.10 Option Not Binding on Employer

Nothing in this Section obligates the Employer to:

- Purchase any vessel
- Enter into any buyout negotiations
- Proceed with any valuation

The option is at Employer's discretion only.

## 17.11 Bidder's Submission Requirement (Mandatory)

Each Bidder shall include in its bid:

1. Indicative USD Buyout Price for:
  - TSHD ( $\geq 13,500 \text{ m}^3$ )
2. Confirmation that:
  - The Bidder agrees to the Employer's Purchase Option
  - The vessel can be sold free of liens/encumbrances
  - All certificates can be transferred seamlessly
3. A verification that:
  - The vessel is not pledged or mortgaged
  - No litigation exists restricting sale

## PREAMBLE TO BILL OF QUANTITIES (BOQ)

### TIME CHARTER OF TRAILER SUCTION HOPPER DREDGERS (TSHD)

#### 1. GENERAL

- 1.1 The rates entered in the Bill of Quantities shall be **inclusive of all obligations**, equipment, crew, fuel, insurance, mobilization, demobilization, overheads, and profit unless stated otherwise
- 1.2 The Bidder shall provide all resources necessary to complete the dredging in accordance with the Specifications, Drawings, Instructions of the Engineer, and Contract Conditions.
- 1.3 The Bidder must ensure that the dredger vessel is fully operational, class-certified, and seaworthy at all times.

#### 2. HIRING BASIS

- 2.1 The hire rates shall be on a per day (24-hour) or per hour basis as defined in the BOQ.
- 2.2 Time lost due to breakdown, deficiencies, non-availability of crew, or failure to comply with technical requirements will be considered OFF-HIRE and not payable.
- 2.3 Logs (vessel logbook, fuel log, production reports) shall be verified daily by the Employer/Engineer.

#### 3. MOBILIZATION & DEMOBILIZATION

- 3.1 Mobilization includes towing, transit, port clearance, customs, inspections, pre-deployment tests, and positioning at the site.
- 3.2 Demobilization includes departing the site, towing/transit back, and port clearance.
- 3.3 Payment shall be lump sum, made only upon successful arrival (mobilization) or departure (demobilization).

#### 4. PRODUCTION MEASUREMENT

- 4.1 Dredging output shall be measured based on daily production logs and surveys, verified by the Engineer
- 4.2 The Employer reserves the right to enforce penalties for non-performance if daily productivity falls below specified thresholds.

#### 5. TAXES & PPRA COMPLIANCE

- 5.1 All applicable federal and provincial taxes shall be included in rates unless stated otherwise.
- 5.2 PPRA Rules 2004 (as amended) shall apply.
- 5.3 All items in the BOQ must be fully priced; **non-priced items will be deemed included**.

## BILL OF QUANTITIES (BOQ)

### HIRING OF TRAILER SUCTION HOPPER DREDGER (TSHD) (13500 m<sup>3</sup> and above)

Item No.	Description	Unit	Qty	Rate (PKR)	Amount (PKR)
<b>A-1</b>	Mobilization of TSHD to Site (complete)	LS	1		
<b>A-2</b>	Daily Hire of TSHD (inclusive of crew, fuel, maintenance, spares)	Day	120		
<b>A-3</b>	Off-Hire Deductions (if applicable)	Day	Prov.	-	-
<b>A-4</b>	Standby Rate (Crew on board, vessel ready)	Day	10		
<b>A-5</b>	Demobilization of TSHD from Site	LS	1		
<b>A-6</b>	Provision of Dredging Daily Production Reports	Month	4		

## A. PERSONNEL

Item No.	Description	Unit	Qty	Rate (PKR)	Amount (PKR)
E-1	Hydrographic Surveyor	Day	120		
E-2	Survey Engineer	Day	120		
E-3	Survey Assistant	Day	120		
E-4	Data Processor	Day	120		

## B. CONTINGENCIES / OTHERS

Item No.	Description	Unit	Qty	Rate (PKR)	Amount (PKR)
F-1	Fuel (if paid by Employer)	Liter	Prov.		
F-2	Spare parts / emergency repairs	Prov	Prov		
F-3	Additional equipment not listed	Prov	Prov		

**Total BOQ Amount: PKR \_\_\_\_\_**