



**TENDER FOR CONSTRUCTION / SUPPLY
AND MANNING OF
ONE MONOHULL TYPE SURVEY BOAT
(All weather sea going)**

SEP 2026

CONTENTS

<u>SECTION I - THE TENDER.....</u>	<u>3</u>
<u>SECTION II - INSTRUCTION TO BIDDERS.....</u>	<u>9</u>
<u>SECTION III - CONDITIONS OF CONTRACT</u>	<u>20</u>
<u>SECTION IV - SUMMARY OF STIPULATIONS</u>	<u>53</u>
<u>SECTION V - TECHNICAL SPECIFICATIONS</u>	<u>61</u>
<u>SECTION VI - EVALUATION CRITERIA.....</u>	<u>71</u>
<u>SECTION VII - BILL OF QUANTITIES</u>	<u>77</u>
<u>SECTION VIII - ANNEXURES</u>	<u>79</u>

SECTION – I

THE TENDER



NOTICE INVITING TENDER

CONSTRUCTION / SUPPLY AND MANNING OF ONE (01) MONOHULL TYPE SURVEY BOATS, TWIN SCREW, (ALL WEATHER SEA GOING CLASS)

1. National Dredging & Marine Services (NDMS) invites sealed proposals from local and International Firms / Suppliers / Shipbuilding Yards as per requirements specified in the Tender Documents for the Supply of One (01) Monohull Type Survey Boat, Twin Screw (All Weather Sea going class, Beaufort Scale-6/ Sea State 3) of proven design.
2. (i) The Monohull Type Survey Boat (without water jet propulsion) should be new to be constructed for deployment at Port Qasim for survey of Navigation Channel / harbor / berths, anchorage area, off shore spoil/dumping ground etc. and should comply with certification, documentation, construction requirements of Classification Societies, (approved by IACS).

(ii) The Survey Boat shall have to be delivered at Port Qasim, Karachi, Pakistan not later than 06 months from the date of signing of Contract.
3. Bids qualification criteria & bidding documents can be downloaded from following websites: - NDMS www.ndms.pk , NLC www.nlc.com.pk , PPRA www.ppra.gov.pk . Tender fee Rs. 20,000/- in form of Bank draft in favor of **National Dredging & Marine Services (Private) Limited**, must be attached with technical offer, otherwise offer will be rejected
4. All interested bidders shall submit bid proposals for Monohull Type Survey Boat according to Two Stage Two Envelopes method under Rule 36(d) of Public Procurement Rules, 2004. Bid is to be in a single package containing Two (02) envelopes. Each envelope shall contain separately the **Financial proposal** and the **Technical proposal**.
5. All bids must be accompanied with Bid Security (Earnest Money) in the form of Pay Orders in favor of **National Dredging & Marine Services (Private) Limited** amounting to **USD 100,000** (US Dollars Hundred Thousand) or **PKR.28,000,000/-** (Rupees Twenty Eight million only) for Monohull Type Survey Boat, issued by Pakistani Scheduled Bank having a minimum AA local rating. Bid Security and tender fee shall be enclosed with the Technical proposal in a separate envelope. The Tender without bid security and tender fee will be rejected.

6. Pre-Bid meetings will be held at HQ NLC, Harding Road, as per tender notice for Monohull Type Survey Boat, Twin Screw (All Weather Sea Going Class, Beaufort Scale-6/ Sea State 3) at Conference Room.

7. The Bid is to be submitted in the Support Branch Conference Room, National Dredging & Marine Services, HQ NLC, Harding Road, Rawalpindi as per tender notice for Monohull Type Survey Boat. Bids received after due date and time shall not be entertained. The Technical Proposals only will be opened on the same day as per tender notice in the presence of Bidders/Representatives who wish to attend. The Financial Proposals of the Technically Qualified firms/bids will be opened on a later date & time to be intimated accordingly. The Financial Proposals of the Technically Unqualified Bidders will be returned unopened.

8. NDMS reserves the right to accept or reject all proposals as per Rule 33 PPRA-2004 and no claims whatsoever in this respect shall be entertained. NDMS's decision in this respect shall be final and binding upon all bidders.

(NDMS)

Director

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

NLC Headquarters, Harding Road,

Rawalpindi, Pakistan

NDMS website: www.ndms.pk

Email: procurement@ndms.pk

Tel: 051-9052541, 051-9052536

FORM OF TENDER

To,
The Director National Dredging & Marine Services

SUB:- TENDER FOR CONSTRUCTION/SUPPLY AND MANNING OF ONE (01) MONOHULL TYPE SURVEY BOAT

1. Having checked all conditions affecting the use and purpose of the required new to be constructed Survey Boat (All weather sea going) and also having carefully studied and examined all Tender Documents including the Instructions for Bidders, Conditions of Contract, broad parameters of Technical Specifications and Schedules for inspections, tests and trials and delivery at Karachi, Pakistan of the above mentioned new to be constructed Survey Boat (All weather sea going), I/we the undersigned offer to deliver and guarantee the said Survey Boat in accordance with the terms and conditions of these Tender Documents. **(Contract Price not to be filled in “Technical Proposal” but to be filled in “Financial Proposal” only)**
2. We understand that the newly constructed Survey Boat (All weather sea going) is required for operations by not later than 06 months from the date of Signing of Contract. In the event of our inability to provide Survey Boat in the prescribed time frame then I/we shall be liable to the stipulated liquidated damages and / or forfeiture of our Performance Bond.
3. We enclose with our bid in a separate envelope earnest money / bid security amounting to PKR.28,000,000/- (Rupees Twenty Eight million only) for the Survey Boat in the form of Pay Order/ Bank Guarantee by Pakistani Scheduled Bank having a minimum AA rating in favor of National Dredging & Marine Services.
4. I/We accept all the above Tender Documents as valid and binding and as such each page has been countersigned by us.
5. I/We acknowledge that I/we have satisfied ourselves about the all climatic/metrological conditions including but not limited to winds, swell, waves, tidal currents, environmental conditions, monsoon seasons, corrosive conditions and navigational requirements affecting the sea operations and use/purpose of the tendered Survey Boat in Harbour / Channels / Creeks / Anchorages and approaches to the Port, or any other condition(s) which may influence the safe and efficient functioning of the said Survey Boat at Port limits /Harbor / Sea channel and that I/we shall not raise any claim for lack of such information or any inaccuracy in the Tender documents or statement, if any.
6. I/We undertake to carry out all contractual requirements for supply and delivery of the said new /to be constructed Survey Boat (All weather sea going) and any alterations, additions as may be determined after inspection, tests and trials by NDMS team / NDMS representatives / surveyor of Classification Society approved by IACS within the price / specifications as mentioned in the tender submitted by us and on completion to supply and deliver the said Survey Boat at Karachi under self-propulsion or by dry tow or heavy lift, as the case may be, by safe means.
7. I /We undertake that the newly constructed Survey Boat (All weather sea going) shall be

delivered in operational condition on CIF basis on the Date of Delivery(s) committed by me/us for the Survey Boat in Clause 02 of the Particular Conditions of the Contract-Section III and Serial No. 7 of the Summary of Stipulations Section IV of the Contract.

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

- | | |
|---|----------------|
| i. General Information about the Firm | - Annexure - A |
| ii. Experience of the Firm | - Annexure - B |
| iii. iii List of Contracts / Ongoing Contracts of the Firm | - Annexure - C |
| iv. Personnel Details | - Annexure - D |
| v. Financial Data of the Firm | - Annexure - E |
| vi. Form of Contract | - Annexure - F |
| vii. Integrity Pact | - Annexure - G |
| viii. Domestic Price Preference | - Annexure - K |
| ix. Major Equipment List | - Annexure - L |
| x. Inspection/ Visit/ Training Schedule | - Annexure - M |
| xi. Constitution of the firm (Company Certification of Registration, etc.) along with copy of Joint Venture Agreement if applicable. | |
| xii. Details of litigation, if any | |
| xiii. Power of Attorney /Authority by Firm / Company authorizing the individual(s) to sign on its behalf. | |
| xiv. Relevant information/details about the Firm as per requirement and to fill relevant particulars in Forms (as and where applicable). | |
| xv. Relevant information, specifications and photographs about Survey Boat as per requirement of Tender Documents. | |
| xvi. Last three years audited Financial Statements for Pakistani firms only. | |
| xvii. For Pakistani firms National Tax Number and amount of Income Tax paid during the last three assessment years (state years of assessment) and online verification for Active Tax Payer List (A.T.L) of Tax department to be submitted. | |

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

10. The quoted prices entered in the Financial Offer and in the Bill of Quantities are fixed, firm and no extra payment is admissible for variations / alteration/addition to comply with the Tender requirements as may be proposed after site inspection, tests and trials of the Survey Boat.

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

12. I/We undertake to bear all expenses of visits and stay by NDMS representatives for onsite inspections, tests and trials of the Survey Boat, machinery, hull and equipment offered by us.

13. I/We undertake, if our Bid is accepted, the Agreement/ Contract will be signed within fifteen (15) calendar days after receipt of Letter of Intent from NDMS. We shall thereafter carryout at our Construction/Supply site the proposed additions/alterations to comply with the Tender before dispatch, if any, and deliver as per contractual terms and conditions, the accepted Survey Boat at Karachi within the specified supply period in the Contract.

14. If our Tender is accepted we will furnish, before signing of the Contract Agreement, a Performance Bond of 7% of the Contract Price as per terms of Tender documents / Conditions of Contract as assurance for due performance of the contract.

15. If our Tender is accepted and the Letter of Intent / Award is issued to us, we agree to pay all costs towards the preparation of the legally acceptable Contract Agreement (inclusive of stamp duty).
16. We further agree to abide by this Tender for a Bid validity Period of 120 days from the date of opening of the Bid and it shall remain binding upon us for this Bid validity Period or extended Bid validity Period, if any.
17. Unless and until a formal Contract Agreement is prepared and signed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us and NDMS.
18. We agree that should we withdraw the offer within the Bid validity Period and / or, in the event that we are awarded the Contract and within the stipulated Bid validity Period if we fail to sign the formal Agreement and / or fail to furnish Performance Bond, National Dredging & Marine Services shall have full right to forfeit our Bid security / Earnest Money.
19. We agree that you are not bound to accept the lowest or any Tender that you may receive and that the tender documents constitute complete transparency and we shall have no claim as to NDMS's tender evaluation procedure and criteria for selection of equipment and decision for Award.
20. We agree that the bid/proposal is without any conditions and compulsions not given/covered under the scope of the bidding documents/tender.

21. ACCEPTANCE

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

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

Dated this, Day of 2026.

Authorized Signature(s)

In the capacity of

Duly authorized to sign Tender for and on behalf of

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

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

Seal

.....

Tel. No.....

Fax No.....

E.mail address.....

In the presence of:

Witness.....

Address:.....

.....

SECTION – II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

ITB-1. Eligible Bidders

1.1 The Invitation for Bids is for Construction/Supply and Manning of New to be constructed one (1) 20-metre Glass Reinforced Plastic (GRP) Monohull Hydrographic Survey Boat (All weather sea going) for undertaking surveys of approaches, fairways, anchorages, navigation channels, creeks, harbors, basins and coastal navigation in different weather and tidal condition including monsoons.

The Vessel is a precision scientific platform requiring concurrent competencies in composite hull design and fabrication, multi-hull naval architecture, underwater acoustic engineering and precision sensor integration. These requirements are categorically more demanding than those of a conventional harbour or port craft. All documentary evidence submitted in support of eligibility claims must be original or certified true copies. False or misleading submissions shall result in immediate disqualification and may be referred to relevant regulatory authorities.

1.2 **Eligibility Criteria:** Only firms demonstrating proven competency in the design, classification, and construction of specialized survey vessels shall be considered eligible for this tender:

a. Shipyard Establishment and Experience:

- i. The Shipyard nominated to construct the Vessel must have been in continuous operation as a marine vessel construction facility for a minimum of five (05) years from date of establishment to the date of tender submission. Evidence: certified copy of business registration / establishment certificate.
- ii. The Shipyard must have completed and delivered a minimum of two (2) Monohull /Survey vessel constructed of GRP or aluminum composite, within the preceding ten (10) years. Evidence: delivery certificates, classification certificates, or client acceptance letters for each qualifying vessel.
- iii. The Shipyard holds current certification to ISO 9001 Quality Management System for marine vessel construction. Evidence: current ISO 9001 certificate issued by an accredited certification body.

b. Design House capability:

- i. The Bidder must identify a nominated Design House that will be responsible for the basic and detail design of the Vessel. The Design House must be named in the pre-qualification submission and a letter of intent or design services agreement confirming its engagement must be provided.
- ii. The nominated Design House must have designed at minimum two (2) completed Monohull/ Survey vessels within the preceding ten (10) years. Evidence: list of projects with vessel type, length, material, year of delivery, and client name.
- iv. The nominated Design House must have demonstrable experience in Monohull, Multihull, or equivalent vessel design. Evidence: reference list of multi-hull designs with confirmation of hull form type.
- iii. The nominated Design House must have demonstrable experience in hull-integrated acoustic sensor arrangement — including transducer keel box design, acoustic window laminate specification, and sensor mounting drawings — for at least one (1) delivered vessel. Evidence: project reference with scope description or extract of sensor arrangement drawings (proprietary details may be redacted).

c. Basic Design Submission and Design Review Compliance:

- i. The Bidder must submit a Basic Design Package as part of the tender submission. This package must include, at minimum: (a) General Arrangement drawing showing principal dimensions, hull form, and compartment arrangement; (b) Lines Plan or hull form definition; (c)

Hydrostatic particulars and initial stability calculation; (d) Preliminary machinery arrangement showing engine, gearbox, shaft, and propeller layout; (e) Preliminary sensor arrangement showing proposed locations of MBES, SBES, SSS, SV Probe, and ancillary systems; (f) Hull material specification (resin system, laminate schedule summary); (g) Proposed classification society and intended class notation.

ii. The Bidder must submit, as part of the tender, a signed undertaking (on company letterhead, bearing authorized signatory) confirming unconditional acceptance of the Design Review Process which shall be held at a venue agreed with the Purchaser within thirty (30) days of contract signing. All design modifications arising from the Design Review Meeting shall be incorporated into the revised basic design.

d. Technical and Acoustic Feature Compliance:

The Bidder must confirm compliance with each feature individually in the Technical Compliance Schedule and must demonstrate, through the Basic Design submission, how each feature will be incorporated into the vessel design. Non-confirmation of any single feature shall be treated as non-compliance with this criterion:

i. Computational Fluid Dynamics (CFD) analysis of stern hull form to achieve uniform wake inflow into propeller disc, minimizing blade loading variation and cavitation inception. CFD analysis to be conducted by the Design House and statement of proposed CFD tool / software; example or similar project reference is to be provided.

ii. Each shaft shall be fitted with a fixed-pitch propeller with skewed blade geometry, optimized for low cavitation inception speed and minimum tonal noise output at survey speeds.

Controllable-pitch propellers (CPP) are not acceptable.

iii. Each main engine and generator set shall be mounted on anti-vibration resilient mounts, with natural frequency verified to be below the principal machinery excitation frequencies. Mount selection calculations to be submitted with proposal.

iv. Critical machinery (main engines and principal generator sets) shall be mounted on double-isolated resilient rafts — a sub-frame on primary mounts, itself seated on secondary mounts — to achieve maximum attenuation of structure-borne vibration transmission to the hull. Single-mount arrangements for main propulsion engines are not acceptable. Raft mounting scheme is to be submitted with proposal.

v. All rigid pipework, exhaust systems, and HVAC ducting penetrating the engine room structural boundaries shall incorporate flexible bellows connections on both sides of each penetration. No rigid pipe shall form a direct mechanical bridge between engine-room structure and the remainder of the hull. Confirmation is to be demonstrated in basic design.

vi. All rotating components — propeller shafts, propellers, pump impellers, and fan rotors — shall be dynamically balanced to ISO 1940-1 Grade G2.5 or better prior to installation. Balancing records shall be retained as part of the vessel documentation package.

vii. All propeller blades shall be finished to a surface roughness not exceeding Ra 3.2 μm (equivalent to International Propeller Surface Finish Standard Grade 1). Propeller tip clearance to the hull shall be a minimum of 20% of propeller diameter, verified by physical measurement and recorded at installation. Confirmation is to be demonstrated in basic design.

e. Local Regulatory Registration and Infrastructure:

All Bidders with Pakistani legal entity status, and the Pakistani partner(s) in any JV/Consortium, must meet the following registration and infrastructure requirements. Foreign Bidders not forming a JV are required to register with relevant Pakistani authorities only in the event of contract award, but must confirm willingness to do so in writing as part of the pre-qualification submission.

i. The Bidder (or the Pakistani partner in a JV/Consortium) must be registered with the Pakistan Engineering Council (PEC) under category C-A, valid PEC registration certificate is

to be submitted.

- ii. The Bidder must be registered with the Federal Board of Revenue (FBR) and possess a valid National Tax Number (NTN) and Sales Tax Registration Number (STRN). Evidence: FBR registration certificate(s).
- iii. The Bidder must be a legally registered company under applicable Pakistani or foreign corporate law, with a minimum of five (5) years of continuous business registration to the date of tender submission. Evidence: certificate of incorporation / registration and commencement of business.

f. Financial Capability:

The Bidder must demonstrate financial capacity commensurate with executing a contract of this value, covering design, construction, classification, sensor integration, sea trials, and delivery:

- i. Local firms to submit audited financial statements (balance sheet, profit and loss account, and auditor's report) for each of the three (3) most recent consecutive financial years, prepared by a firm of chartered accountants registered with the Institute of Chartered Accountants of Pakistan (ICAP).
- ii. Firms to submit audited financial statements or certified financial accounts for each of the three (3) most recent consecutive financial years.
- iii. The Bidder must demonstrate, through the submitted financial statements, an average annual turnover of not less than PKR one (1) billion over the three-year audit period. The Bidder must further demonstrate a positive net worth (total assets minus total liabilities) of not less than PKR three hundred (300) million over the three audited period.
- iv. A solvency certificate or line of credit confirmation issued by the Bidder's principal bank, dated no earlier than sixty (60) days prior to the tender submission deadline, confirming the Bidder's financial standing and its ability to execute contracts of the stated value.
- v. The Bidder must not have been declared in default on any government or public sector contract in Pakistan or abroad within the preceding five (5) years. A self-declaration to this effect, signed by an authorized signatory, is required.
- vi. Where the Bidder is a JV/Consortium, the financial capability of all member firms shall be assessed jointly and cumulatively. The combined average annual turnover of all JV/Consortium members over the three-year audit period must meet the minimum threshold stated above. Individual financial statements are required from each member. The Lead Member of the JV/Consortium must independently demonstrate a positive net worth in each of the three audited years.

g. Joint Venture/ Consortium Conditions:

A Bidder may participate in this tender as a sole entity or as part of a Joint Venture (JV) or Consortium. Where a JV/Consortium is proposed, all conditions set out in this section are mandatory. Failure to comply with any condition shall render the entire JV/Consortium submission non-compliant.

- i. A JV/Consortium shall comprise a maximum of three (3) member firms. No member firm may simultaneously participate in more than one JV/Consortium for this tender.
- ii. The firm that purchases the tender document must be a registered member of the JV/Consortium and must be identified as such in the pre-qualification submission.
- iii. The Lead Member of the JV/Consortium must be clearly designated and must be the primary point of contact with the Purchaser for all contractual and technical matters.
- iv. The JV/Consortium must be legally constituted under a binding agreement executed in accordance with applicable Pakistani laws.
- v. The JV/Consortium agreement duly notarized and executed on official stamp paper of the prescribed value must be submitted before signing of the Contract.
- vi. The JV/Consortium agreement must explicitly define the scope of work allocated to each

member, the financial contribution of each member, and the technical responsibilities of each member.

vii. All members of the JV/Consortium — including any foreign principal and its local agent — shall be jointly and severally liable for the full performance of all obligations under the contract. No member may disclaim liability for the acts or omissions of another member.

viii. The composition and membership of the JV/Consortium shall not be changed after submission of the pre-qualification application without the prior written approval of the Purchaser.

ix. At least one (1) member of the JV/Consortium must be a Pakistani-registered company with a fully operational physical office in Pakistan at a verifiable registered address that has been operational for at least five (5) years prior to tender submission.

x. The JV/Consortium agreement must remain valid and binding for at least two (2) years post-commissioning of the Vessel, ensuring long-term responsibility for warranty support, in-service maintenance, and spares supply obligations.

xi. The JV/Consortium and power of attorney (if any) agreement must be attested by Apostille Convention.

h. Shipbuilding/ Yard Setup:

Located anywhere in the world except Israel and India: as available at building yard for seagoing vessels to meet the requirements of Tender and Technical Evaluation Criteria.

ITB-2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and cost of inspections & tests of the Survey Boat its machinery, hull and equipment at bidder's Construction/Supply site by the NDMS/ Port Qasim representatives / consultants / surveyors. National Dredging & Marine Services (NDMS), will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

ITB-3. Funding

Funding as per Contract for the Survey Boat is available.

B. DOCUMENTS TO BE SUBMITTED BY BIDDERS

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

- a. All Tender Documents to be duly filled, signed and stamped on each page.
- b. The name and address of the firm with fax and telephone numbers and proof of registration of the firm, year of inception and nature of business, whether a joint venture, private, public limited or partnership. Details/documents of any joint venture, partnership agreement and/or memorandum and articles of association should also be submitted.
- c. Past experience of the firm for supply/constructing Monohull /Survey Boats.
- d. Any information / details required pertaining to technical specifications of Survey Boat, its General Arrangement Plan to be provided and response to Evaluation Criteria for Technical qualification as per requirement of Tender
- e. Photograph / Colored Photocopies of four views of the same type of New to be constructed Survey Boat (All weather sea going) if available.
- f. Current Contracts of under Construction/Supply Monohull/ Survey Boat in hand (if any).
- g. Financial soundness certificate from the Banker of the Bidders (for foreign firms) and audited financial statements for the last three years (only for Pakistani firms).
- h. Details of litigation if any with the clients.

- i. Complete name, address of the local associates / agent and authorization certificates by the principals regarding their role during bidding process and execution of contract.
- j. OEM authorization certificate

C. PREPARATION OF BIDS

ITB-5. Pre-Bid Meeting

Pre-Bid Meetings with NDMS officials for survey boat shall be held at NDMS office HQ NLC, Harding Road, Rawalpindi, as per schedule in tender notice.

ITB-6. Language of Bid

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

ITB-7. Documents Comprising the Bid

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

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

ITB-8. Bid Prices in Financial Proposal

- 8.1 The Bidder shall mention in the Financial Proposal on the appropriate Bill of Quantities / B.O.Q, as a single consolidated package for the performance of the Contract. The price shall be inclusive of all costs, risk, expenses, insurances, taxes and duties outside Pakistan as may be incurred by the bidder for the Tender.
- 8.2 Prices indicated on the Price Schedule / B.O.Q. shall be entered separately.
- 8.3 Fixed Price: The Prices quoted by the Bidders shall not be enhanced and the price as entered in Letter of Intent by NDMS shall remain fixed during the Bidder's performance of the Contract.
- 8.4 The price must include all cost related the crew including insurances for employment/ operations for a period of Three (3) years.
- 8.5 The bidder has to provide a password protected USB inside financial bid, containing a readable format of the complete documents of Financial bid.

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

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

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

- (a) A detailed description of the offered Survey Boat, along with technical specifications and

- performance characteristics in response to requirements of Tender Documents. Moreover, latest photographs/ animations to be provided for forward, aft, side-views and plan of the Survey Boat.
- (b) List of relevant machinery and equipment with the makes, models and capacity / ratings, origins etc.

ITB-10. Bid Security (Earnest Money)

- 10.1 The Bid security (Earnest Money) is required to protect NDMS against the risk of Bidder's conduct, which would warrant the security's forfeiture/encashment.
- 10.2 Tenders submitted are to be accompanied with Bid Security (Earnest Money) in separate envelope(s) with Technical Proposal in the form of separate Pay Order of USD 100,000 (USD Hundred Thousand only) or PKR.28,000,000/- (Rupees Twenty Eight million only) in the name of National Dredging & Marine Services. Tenders without Bid Security shall be rejected.
- 10.3 The successful Bidder's Bid security (Earnest Money) will be discharged upon the said Bidder's furnishing the acceptable Performance Bank Guarantee.
- 10.4 The Bid security may be forfeited and the bid may be liable for rejection:
- (a) If a Bidder withdraws or modifies the substance of his Bid as specified by the Bidder for Technical characteristics of the offered Survey Boat in the Bid Form or fails to comply with the NDMS's instructions after the inspection and tests of offered equipment for modification, etc.
 - (b) In case of a successful Bidder, the Bidder refuses to receive and/or acknowledge NDMS notification of award or fails to:
 - i) Sign the Contract
 - ii) Furnish Performance Bond / Security Bank Guarantee in accordance with provision of Tender documents.
 - (c) The unsuccessful Bidder's Bid Security will be discharge upon the signing of the Contract by successful bidder.

ITB-11. Period of Validity of Bids

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

ITB-12. Format and Signing of Bid

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

D. SUBMISSION OF BIDS

ITB-13. Sealing and Marking of Bids

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

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

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

- (a) be addressed to Director, NDMS.
- (b) bear the Project's name "CONSTRUCTION/SUPPLY AND MANNING OF MONOHULL TYPE SURVEY BOAT"
- (c) indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared unacceptable for any particular reasons and is considered by NDMS for return.

ITB-14. Deadline for Submission of Bids

14.1 Bids delivered in person or sent by registered mail/courier must be received by NDMS at the under mentioned address, by as per tender notice after which no bid will be accepted. Technical Proposal of the bids received up to closing date and time shall be opened on the same date at

12.30 hours, in presence of Bidders / Representatives who wish to attend at

Director

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

NLC Headquarters, Harding Road,

Rawalpindi, Pakistan

NDMS website: www.ndms.pk

Email: procurement@ndms.pk

Tel: 051-9052541, 051-9052536

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

E. BID OPENING AND EVALUATION

ITB-15. Opening of Bids by NDMS

NDMS will open bids (only Technical Proposals) in the presence of Bidders / representatives who choose to attend at the scheduled date and time at the Conference Room, Chairman Secretariat. After technical evaluation /scrutiny of technical proposals, **the Financial Proposals of only technically qualified bidders / bids will be opened** for which date and time will be intimated to them later. The committed Date of Delivery of the Survey Boat shall be the essence of the Contract.

ITB-16. Clarification of Bids

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

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

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

- 17.1 All provisions, components, material, main and auxiliary machinery of Survey Boat, sub-assemblies, parts, consolidated finished products etc. shall be in accordance with the highest quality of International Marine Standards and workmanship and the manufacturing date of all above main machinery & equipment should be new and unused with intact warranties from OEM and same to be coupled with Certificate of Conformity (COC) with Technical bid. At any stage of physical inspection / verification, it is the sole responsibility of the Bidder to ensure / prove that the offered parameters are physically / practically true during tests and trials.
- 17.2 To ease availability of spares, NDMS shall prefer that the main and auxiliary machinery shall be of reputable familiar origin with manufacturers of machinery who possess authorized repair workshop / facilities and after Sales service for Spares through their local representatives in Karachi Pakistan.
- 17.3 All provisions, installations, components, material, main and auxiliary machinery of Survey Boat, sub-assemblies, parts etc. shall be marine oriented items recommended by International Classification Society, approved by IACS. The proposed material, system and items shall be fit for sea worthiness of Survey Boat and not for industrial, commercial or other use only, such as cables shall be the marine cables, electrical and other fittings shall be of marine type etc.
- 17.4 All supplies, installations and functioning of systems etc. employed for the construction of Survey Boat shall be in accordance with the standard maritime practice and rules of international and classification society approved by Classification Societies, Approved by IACS.

- 17.5 Should there be details of certain part, component, provision, material and dimensions etc. not available in the bidding documents, the bidder shall properly take into account such items as per NDMS's recommendations. The bidder shall submit a comprehensive and competitive bid offering to construct and/or deliver the specified marine Survey Boat and provide manning (warranty period), meeting all standards and requirements as generally applicable for sea going vessels.
- 17.6 Improper, sub-standard, under or excessive over rating as compared to the specified or as per normal requirement of machinery, material, design, provisions would tantamount to the rejection of bid. Provision of safety, environmental, navigational, firefighting, and lifesaving equipment shall be examined as per normal requirement of a seagoing Survey Boat, as approved by international classification society and MMD, Pakistan
- 17.7 The General Arrangement Plan or convincingly improved general arrangement plan shall be submitted by the bidder along with his bid. The credentials of designer, builder and procedure for surveys, approval drawing, docking, tests and trials and warranty shall be taken into account for comparison of bids.
- 17.8 Submission of convincing and acceptable schedule of requirement, drawings and follow up of supervision of construction is to be committed by the bidder.
- 17.9 The finished product (Monohull type Survey Boat) shall meet the specifications, parameters, draught, speed, capacity and use of purpose etc. as given in the bidding document or alteration, amendment as mutually agreed.
- 17.10 NDMS may waive any minor informality or non-conformity of technical requirement etc. or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative financial ranking of any Bidder.
- 17.11 NDMS shall not be bound to accept or reject all the bids without mentioning reason.
- 17.12 The conditional bids and bids not complying the instructions about machinery / material etc. Signature, stamp shall be rejected.
- 17.13 Any allowance or conditions requiring price adjustment during the Warranty Period of execution of the Contract.
- 17.14 Additional provision, over and above the condition of contract / technical specification, offered if any.

ITB-18. Contacting NDMS

- 18.1 No Bidder shall at his own contact NDMS on any matter relating to its Bid from the time onward from the Bid opening unless requested to do so.
- 18.2 Any effort by a Bidder to influence NDMS in NDMS's Bid evaluation, Bid comparison or contract award decisions or in any other manner may result in the rejection of the Bidder's Bid.

ITB-19. Post-qualification

- 19.1 The determination will take into account the Bidder's financial stability, technical, professional capabilities, legal standing and being the most advantageous bidder.

ITB.20 Domestic Preference:

- 20.1 Domestic preference will be given to the bidders offering vessels from within Pakistan, Provided the Bidder shall have established to the Satisfaction of NDMS that the manufacturing cost of such vessels includes a domestic value addition equal to at least 20% of ex-Yard Bid price of such vessels. Bidders applying for domestic preference shall fill in Appendix B of these instructions to substantiate their claim for Domestic preference in accordance with the PPRA Rules – 24(2). The entitlement and extent of preference shall be in accordance with the policies of the Federal Government and / or as described in the SRO 827(1)2001 dated 03rd December 2001 for the Engineering Goods listed in Customs General Order of 1998.
- 20.2 The comparison shall be Ex-factory price of vessels to be offered from within Pakistan (such prices to include all costs as well as customs duties and taxes paid or payable on Kit of Material (KoM) and components incorporated or to be incorporated in the construction of the vessel and the CIF price of the vessel to be offered from outside Pakistan. A list of such Kit of Material be attached with the technical proposal (unpriced) and with financial proposal (duly priced with FOB/DDP value)
- 20.3 The lowest evaluated bid of each group shall be determined by comparing all evaluated bids in following groups among themselves taking into account:
- a) In the case of Goods manufactured in Pakistan, sales tax, local charges and other similar taxes which will be payable on the finished Goods in Pakistan must be declared by the local manufacturer along with the proof of documents.
 - b) In case of Goods of foreign origin offered from abroad, customs duties, sales tax and other import charges which will be payable on finished Goods in Pakistan.
 - c) In the case of Goods of foreign origin already located in Pakistan, customs duty, sales tax and import charges on CIF prices as applicable for sub-clause 20.3(b) here above,
- 20.4 The price preference to Group (a) bids in sub-clause 20.3(a) will be:
- i) 15% of the ex-factory bids price, if the value addition through indigenous manufacturing is at least 20%.
 - ii) 20% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 20% and up to 30% and
 - iii) 25% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 30%.
- 20.5 The applicable price preference i.e. as per Sub-Clause 20.4 here above will be applicable to Group (a) Bid in sub-clause 20.3(a) by reducing the ex-factory bid price. The bid value evaluated as technically qualified and the lowest in cost shall be recommended for award of Work.
- 20.6 Bidder claiming eligibility for domestic preference shall provide information as per Annexure K.

SECTION III

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- (a) **“Completion”** means the fulfillment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (b) **“Contract”** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.
- (c) **“Contract Documents”** means the documents listed in the Agreement, including any amendments thereto.
- (d) **“Contract Price”** means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as made pursuant to the Contract.
- (e) **“Day”** means calendar day.
- (f) **“Delivery”** means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (g) **“Eligible Countries”** means the countries as per Appendix-
- (h) **“GCC”** means the General Conditions of Contract.
- (i) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) **“Survey Boat”** Means a Boat which is capable of carrying out hydrographic survey operations in approaches, channels, harbour and wharf area with capability to undertake coastal navigation.
- (k) **“PCC”** means the Particular Conditions of Contract.
- (l) **“Purchaser’s Country”** is the country specified in the Particular Conditions of Contract (PCC).
- (m) **“Purchaser”** means the Employer who is the entity purchasing the Goods, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.
- (n) **“Subcontractor”** means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.
- (o) **“Supplier”** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) **“The Site”** where applicable, means the place named in the PCC.

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

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

4. **Contract Price**

- 4.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefore, as may be made pursuant to the Contract.
- 4.2 Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause
- 4.3 This is a Fixed Price Contract; hence the Price Adjustment is

5. Corrupt and Fraudulent Practices

not applicable.

- 5.1 (a) For the purposes of this provision, the term “Corrupt and Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the /NEW CONSTRUCTION process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a NEW CONSTRUCTION process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.
- (b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.
- 5.2 The Supplier shall permit the Purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

6. Confidential Information

- 6.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 6.
- 6.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, SUPPLY/NEW CONSTRUCTION, required for the performance of the Contract
- 6.3 The obligation of a party under GCC Sub-Clauses 6.1 and 6.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the purchaser or other institutions participating in the financing of the Contract;
 - (a) now or hereafter enters the public domain through no fault of that party;
 - (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
- 6.4 The above provisions of GCC Clause 6 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof:
- 6.5 The provisions of GCC Clause 6 shall survive completion or termination, for whatever reason, of the Contract

7. Copyright

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

8. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 4.

9. Change Orders and Contract Amendments

9.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 22, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) Any other

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

10. Delivery

Subject to GCC Sub-Clause 9.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Supplier are specified in the PCC.

11. Eligibility

- 11.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
- 11.1 All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

12. Extensions of Time

- 12.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 10, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 12.2 Except in case of Force Majeure, as provided under GCC Clause 13, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 21, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 12.1.
- a) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1 (a) the purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the purchaser for any additional costs for such similar Goods. However, the supplier shall continue performance of the contract to the extent not terminated.
 - b) If the supplier, in the judgment of the purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 5, in competing for or in executing the contract.

- 13. Force Majeure**
- 13.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 13.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 13.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 14. Governing Law**
- The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the PCC.
- 15. Interpretation**
- 15.1 If the context so requires it, singular means plural and vice versa where the context requires.
- 15.2 *Incoterms*
The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (a) EXW, CIF, C&F, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.
- 15.3 *Entire Agreement*
The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 15.4 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 15.5 *Non-waiver*
(a) Subject to GCC Sub-Clause 15.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

15.6 *Severability*

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

16. Insurance

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

17. Inspections and Tests

- 17.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and /or inspections of the Goods as are specified in the Schedules to Bid.
- 17.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the PCC. Subject to GCC Sub-Clause 17.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the NDMS Technical Team at no charge to the Purchaser.
- 17.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 17.2, and the Supplier bears all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 17.4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 17.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 17.6 The Supplier shall provide the Purchaser with a stagewise report of the results of any such test and/or inspection.
- 17.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 17.4.
- 17.8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 17.6, shall release the Supplier from any warranties or other obligations under the Contract.

18. Joint Venture, Consortium or Association

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

19. Language

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

20. Limitation of Liability

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

21. Liquidated Damages	Except as provided under GCC Clause 13, if the Supplier fails to deliver any or all of the Goods within the Delivery Period and warranty obligations specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.
22. Notices	22.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt. 22.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
23. Patent Indemnity	23.1 The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 23.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and (b) The sale in any country of the products produced by the goods. 23.2 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. 23.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub- Clause 23.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 23.4 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

- 23.5 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 23.6 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
- 24. Packing and Documents**
- 24.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 24.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Purchaser.
- 25. Performance Security**
- 25.1 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 25.2 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.
- 25.3 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

26. Purchaser's Responsibilities	26.1	Whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so, required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	26.2	The Purchaser shall afford all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 26.1.
27. Scope of Supply	27.1	Subject to the PCC, the Goods to be supplied shall be as specified in Schedules to Bid.
	27.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.
28. Settlement of Disputes	28.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	28.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.
29. Specifications and Standards	29.1	<i>Technical Specifications and Drawings</i>
	(a)	The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.
	(b)	The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
	(c)	The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

	29.2	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 9.
30. Subcontracting	30.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
	30.2	Subcontracts shall comply with the provisions of GCC Clauses 5 and 11.
31. Supplier's Responsibilities		The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 27, and the Delivery and Completion Schedule, as per GCC Clause 10.
32. Taxes and Duties	32.1	For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
	32.2	For Goods supplied outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till delivery of the contracted Goods to the Purchaser.
	32.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier/Manufacturer in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	32.4	Duty & Taxes (if any) in Pakistan, on import of Survey Boat will be the responsibility of National Dredging & Marine Services.
33. Terms of Payment	33.1	The Contract Price shall be paid as specified in the PCC
	33.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to GCC Clause 10 and upon fulfillment of all the obligations stipulated in the Contract.
	33.3	Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

33.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the PCC.

34. Termination

34.1 *Termination for Default*

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

(i) if the Supplier fails to deliver any or all of the Goods within the Warranty Period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 12; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

34.2 *Termination for Insolvency*

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

34.3 *Termination for Convenience*

(a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, within 28 days of the signing of the contract for its convenience.:

35. Transportation

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

36. Warranty

- 36.1 The supply warrants that all the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.
- 36.2 Subject to GCC Sub-Clause 29.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 36.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twenty four (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC, or for thirty (30) months after the date of shipment or loading in the country of origin, whichever Warranty Period concludes earlier.
- 36.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 36.5 Upon receipt of such Notice, the Supplier shall, within the Warranty Period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 36.6 If having been notified, the Supplier fails to remedy the defect within the Warranty Period specified in the PCC; the Purchaser may proceed to take within a reasonable Warranty Period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

B. PARTICULAR CONDITIONS OF CONTRACT
1. INTERPRETATION & DEFINITIONS

1.1 Interpretation

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

1.2 Definitions

- a) **‘Approved’** means approved in writing including subsequent written confirmation of previous verbal orders.
- b) **‘Approval’** means written approval including the aforementioned. Any data or documents submitted with the Tender are only then deemed approved when expressly so fixed in the Contract.
- c) **‘Certificate of Arrival/Acceptance’** means the certificate **to be issued under Clause 29 of Particular Conditions of Contract.**
- d) **“Contract”** means the Contractual Agreement between NDMS and the Contractor for the execution of the works and includes the following documents:
 - The Letter of Intent by Employer / NDMS
 - Letter of Acceptance by Contractor
 - The Agreement of Contract
 - Tender Documents duly filled and required information provided by the Contractor, signed with name of signatures and stamped.
 - Integrity Pact
 - Technical Specifications and details about the Survey boat submitted by the Contractor.
 - Financial Offers
 - Any other related documents and written commitments of works by Contractor
 - (including submitted Tender documents by Contractor).
- e) **Day, Week, Month and Year** in the Contract means, except where the Contract otherwise requires, calendar-day calendar-week, calendar-month and calendar-year according to the Gregorian calendar;
- f) **Engineer** means the Director (Survey), National Dredging & Marine Services or any other person duly appointed by NDMS.
- g) **Engineer’s Representative** The Engineer may appoint an Engineer’s Representative to assist in fulfillment and carry out Engineers duties and responsibilities under the Contract.
- h) **Engineer’s and Engineer’s Representative’s duties and responsibilities:**
 - i. The Engineer may exercise the technical authority specified in or necessarily to be implied for the Contract, provided, however that if the Engineer is required under the terms of his appointment by the Employer to obtain the specific approval of the Employer before exercising any such authority, particulars of such requirements shall be set out separately. Provided further that any requisite approval shall be deemed to have been given by the

- Employer for any such authority exercised by the Engineer.
 - ii. Except as explicitly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.
 - iii. The Engineer's Representative appointed by and be responsible to the Engineer to carry out such duties and exercise such authority as delegated to him by the Engineer under sub-clause iv.
 - iv. The Engineer may from time to time delegate to Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor
- i) **“Goods”** and / or **“Survey Boat”** means Monohull type Survey boat Twin Screw, All Weather Sea Going Class, to be supplied under the Contract along with equipment machinery, materials, services, works etc. is required to provide under the Contract.
 - j) **“Letter of Intent” (LOI)** means the formal letter of intent issued by NDMS to the successful Tenderer / Lowest Evaluated Bidder to proceed further as per provisions of Tender Documents for acceptance of his Tender / signing of Contract Agreement.
 - k) **‘Newly Constructed One (01) Survey Boat’** means from the date of opening of the Technical Proposals (a) yet to be built or in process of construction or (b) built but not used for any port operations / survey after issuance of Class Certificate.
 - l) **Origin of Goods and Services** “Origin” means the place where the tendered Survey Boat, Twin Screw, All Weather Sea Going Class are produced or from which the ancillary services are supplied. The origin should not be from Israel, India& Taiwan
 - m) **‘Period of Delivery’** means the period on which the newly constructed one (01) Survey boat, Twin Screw, All Weather Sea Going Class is to be delivered as per Clause 2.2 of the Particular Conditions of the Contract-Section III and Serial No.7 of the Summary of Stipulations Section IV of the Contract.
 - n) **‘POL’** means petroleum or other products (fuel/lubricants/grease).
 - o) **NDMS** means the **National Dredging & Marine Services**, headed by the **Chairman** and represented by :-

Director

National Dredging & Marine Services (Pvt) Ltd., (NDMS)
 NLC Headquarters, Harding Road,
 Rawalpindi, Pakistan
 NDMS website: www.ndms.pk
 Email: procurement@ndms.pk
 Tel: 051-9052541, 051-9052536

- p) **‘Price of the Contract / Contract Price’** means the total fixed Price of the accepted Tender not to be increased as given in Letter of Intent, inclusive of all additions thereto or deductions there from as permissible under the provisions of the Contract.
- q) **"Purchaser"** means the party purchasing One (01) Survey Boat, Twin Screw, All Weather Sea Going Class inclusive of services there under and purchase.
- r) **"Services"** means services ancillary to the supply of Goods such as port operations, Survey within port and its approaches, transportation and insurance, and any other incidental services such as installation, commissioning, provision of technical assistance, training assistance, training and other obligations of the Supplier covered under the contract.’
- s) **"Specifications"** means the relevant technical parameters as specified in Tender documents, included in the Contract and as submitted by bidder.
- t) **"Supplier"** means the party supplying the One (01) Survey Boat, Twin Screw, All Weather Sea Going Class inclusive of services there under and purchase.
- u) **Supplier/Contractor** means the person/persons or firm / supplier / shipbuilding yard or company whose Tender has been accepted by NDMS for supply of One (01) Survey Boat, Twin Screw, All Weather Sea Going Class as per Contract and includes the Contractor’s legal personal representatives, successors and permitted assigns.
- v) **"The Foreign Currency"** means the currency, other than Pakistani Rupees, named in the Bid Form by the Supplier, and should be in US Dollars.
- w) **The Purchaser / Employer** means National Dredging & Marine Services
- x) **"The Site"** means the actual place where the Survey Boat is to be physically inspected, tested and trialed by NDMS’s Technical Team/surveyors.

2. Period of Delivery of Survey Boat

- 2.1 The Period of Delivery of the Survey Boat shall be the essence of the Contract.
- 2.2 The Period of Delivery of the Survey Boat shall be not later than 06 months from the date of Signing of Contract in Clause 26 of the Particular Conditions of contract and Serial No. 7 of the Summary of Stipulations Section IV of the Contract and in the Bills of Quantities – Section VII of the Contract.

3. The Contract Price

The Contract Price shall be fixed in USD and shall not be increased. All payments shall be made through Letter of Credit in USD for Foreign Supplier and / or Banking Channel for Local Supplier. Local suppliers to quote in PKR for local manufactured Survey boat.

4. Not Used

5. Defect Liability

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

6. Arrival of Survey Boat

Within 15 days of completion of acceptance trials & tests of newly constructed Survey Boat at Port Qasim, the "Certificate of Arrival/ Acceptance" shall be issued by the Purchaser.

7. Liquidated Damages / Late Delivery (LD)

7.1 In the event of delay for more than 21 days in delivery of any task as per Contract at Supplier's fault, the Supplier shall inform the Purchaser before expiry of such delivery/completion period, giving reasons/justification for it. The Purchaser shall have the right to take the following actions:

- a. Cancel or terminate the Contract as per the termination clause of this IT and purchase undelivered stores from elsewhere at the risk and expense of the Supplier, and/or.
- b. If the Purchaser agrees with the justification of delay provided by the Supplier, the Purchaser may extend the delivery period without imposing LD charges. Such extensions will only be limited to two times. The third extension will be with LD.
- c. LD will be imposed when the Competent Purchase Officer is satisfied that the failure to supply the stores or complete the task within the scheduled delivery/completion period has been for reasons within the control of the Supplier, and/or if the Purchaser has suffered loss for reasons of belated delivery. These LDs, if imposed, will be recovered upto a maximum of 2% but not less than 1% (depending on the merit of the case as decided by the Procuring Agency) of the value of stores/supplies/task completed late, per month or part of a month, for the period exceeding the original delivery/completion period, subject to the provision that the total LDs thus imposed will not exceed 10% of the total value of the late delivered stores and services etc.
- d. The Purchaser's decision under this clause shall NOT be subjected to arbitration.

8. The Rates

All payments shall be made in USD for foreign suppliers and PKR for local suppliers.

9. Performance Bond

9.1 The Supplier shall submit a Performance Bond from a Pakistani Scheduled Bank having a minimum AA local rating The amount of the bank guarantee shall be 7% of the total Contract Price and will be provided with in 15 x days of the signing of the contract. The same bank guarantee will be considered as warranty bank guarantee till the expiry of the warranty period.

- 9.2 All costs incurred in respect of submission of Tender and signing of Contract and submission of Performance Bond shall be borne by the Supplier and NDMS will not bear any expenses in this regard whatsoever.
- 9.3 The Performance Bond shall be denominated in the currency of the Contract, and shall be in accordance with format of form prescribed at Annexure-H of Tender document and issued / endorsed by a bank (as mentioned above) and acceptable to NDMS.
- 9.4 The Performance Bond shall be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract and the Purchaser having issued the Final Acceptance Certificate and Supplier having transferred to the Purchaser all the Survey Boat on expiry of contract Warranty Period.
- 9.5 The Performance Bond is binding, irrespective of variations, changes or time extension, which are granted or agreed upon.

10 **Warranty / Guarantee**

- 10.1 The Supplier shall warrant that the Goods supplied under the Contract are of the proven design, robust structure and materials, machinery equipment are of international marine standard confirming to requirements of Classification Society. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the environmental and operational conditions prevailing at Port Qasim.
- 10.2 The Warranty shall remain valid for the respective Survey Boat for 24 (Twenty-Four) months after the date of completion of Confirmatory Tests in Port Qasim, Karachi, Pakistan and delivery to NDMS of the Survey Boat. For warranty purpose the Supplier shall keep a Warranty Engineer available to attend as and when required any defect developed during the Warranty Periods at Supplier's own cost, risk and expense.
- 10.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising during the Warranty. Upon receipt of such notice, the Supplier shall, with all reasonable speedy repairs or replace the defective Goods or parts thereof without costs to the Purchaser ensuring to retrieve the acceptance status on FOR basis.
- 10.4 If the Supplier, (after having been notified), fails to immediately rectify/remedy the defect(s), the Purchaser may proceed after 15 days, if any adequate action is not taken by Supplier to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier.
- 10.5 Corresponding amount for cost of repairs may be liable for deduction before/after repairs from the Performance Bond or any other payments due to Supplier after Purchaser's notification of the discovered defects, if the Contractor does not remedy the same to the satisfaction of Purchaser or Surveyor of Classification Society as the case may be.
- 10.6 During the warranty period, bidder must provide skilled personnel for the manning of the survey boat. This includes all required crew (master(s) & technicians) except hydrographers to ensure smooth operations of the boat for the duration of warranty period, as well as training provisions as per technical specifications for local staff to take over after the warranty/ manning phase. Details of required crew is as under:

(a)	Master	01
(b)	Chief Mate	01
(c)	Chief Engineer	01
(d)	Engineer	01
(e)	Electrician	01

- | | | | |
|--|-----|-----------------|----|
| | (f) | Boat Crew | 02 |
| | (g) | Cook | 01 |
| | (h) | Sanitary Worker | 01 |
- 10.7 The Contract shall not be considered as completed until the Completion Certificate of Due Performance shall have been issued by NDMS after the expiry of the Warranty Periods of Newly Constructed Survey Boat. The issue of this Certificate by NDMS shall be a binding condition precedent to the release of the Performance Bond.
- 10.8 The supplier should provide a complete set of spares for survey boat, as per OEM for which are used for the routine major/minor maintenance/overhaul on main/auxiliary equipment with tech bids:
- Spare Parts for schedule maintenance for 500 hours, 1000 hours, 1500 hours, 2000 hours upto 3,000 running hours from the date of delivery.
 - Propeller (one set) P & S
 - Spare Anchor (one)
 - Propeller Shaft (one set) P & S
 - Diagnostic Kit for main engine (installed on Survey boat)
 - Cradle with hoisting belts
 - Miniature models of Survey Boat (10 Nos.)
 - Hand held power lights (04 Nos.)
 - Propeller locking tightening spanner
 - Submersible pump (01 No.)
 - Portable battery charger (01 No.)
 - Spare AC condenser used for centralized cooling
- 10.9 The Supplier shall guarantee (through manufacturer) that any spare/ replacement parts for Main machinery i.e Main Engines, Aux Engines and associated equipment will be available for Supply upto about 15 years with Technical Bid

11 **Termination for Default**

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

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

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

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

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

12 **Termination for Insolvency.**

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

13 **Force Majeure**

13.1. If during the currency of the Contract there shall be an outbreak of war (whether war is declared or not) or of civil war, rebellion, revolution, insurrection or usurped power in the Supplier's country (hereinafter referred to as "the said outbreak" and if the Survey Boat have not been partly fully delivered, Purchaser shall be entitled to terminate the Contract (as to save the rights of the parties under contract). If the Contract shall be terminated as aforesaid, the Supplier shall refund to Purchaser within thirty (30) days after termination of the Contract all money and installments paid by Purchaser until that date to the extent of the undelivered Survey Boat.

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

13.3 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

13.4 If a Force Majeure situation arises, the Supplier shall promptly notify within seven (7) days to the Purchaser in writing of such condition and the cause thereof, otherwise a Force Majeure claim by the Supplier will not be acceptable to the Purchaser. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Force Majeure event shall be equally applicable to either party in respect of their obligations under the contract.

13.5 Any export restrictions within the country of supplier/manufacturer will not form part of Force Majeure.

14 **Governing Language**

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

15 **Applicable Law**

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

Legal Basis, Arbitration – Settlement of Disputes

- 15.1 This agreement will be subject to laws of Pakistan and Pakistani courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of the Contract and the Contractor hereby submits to the jurisdiction of Pakistani courts for the purpose of any such actions and proceedings. However, the settlement of any disputes between parties in the manner laid down below in sub clauses (b), (c), (d) and (e) will be a condition precedent to initiating any proceeding in court.
- 15.2 In case of any disputes, in connection with or arising out of the Contract, the matter shall be referred to the Engineer who shall settle it and give his decision within 15 days after having been requested to do so in writing. The decision of the Engineer in respect of every matter as referred shall be final and binding until completion of works and shall forthwith be given effect by the Contractor who shall proceed with the works with all due diligence, whether he requires arbitration as hereinafter provided or not. If the Engineer has given written notice of his decision to the Contractor and no claim to arbitration has been communicated to him by the Contractor within period of 15 days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Engineer shall fail to give notice of his decision after being requested as aforesaid within a period of 15 days after being requested as aforesaid /or if the Contractor should be dissatisfied with any such decision then the Contractor may within 15 days after receiving notice of such decision, or within 15 days after the expiration of the first named period of 15 days as the case may be, require that the matter is dispute be referred to arbitration as hereinafter provided.
- 15.3 This arbitration will be carried out according to the Pakistan Arbitration Act 1940 or any statutory modification or re-enactment thereof for the time being in force. It will be held in Karachi. The disputes / differences will thereby be submitted to two arbitrators, of whom one will be nominated by NDMS and the other by the Contractor, who before entering upon their reference shall appoint an umpire by mutual agreement and if they do not agree a judge of superior court in Pakistan shall appoint the umpire. The arbitration award should be final and binding on both the parties.

- 16 **Standard**
Decisions of the Classification Society, Approved by IACS shall be final and binding on both contracting parties.

17 **Inspections and Tests**

- 17.1 The Supplier shall be responsible to make all arrangements of travel, boarding, lodging of NDMS's inspection Team / Surveyor for the tests and trials of offered Survey Boat as per schedule/ details given at Annex M. The NDMS' Technical Team / Surveyor during the inspection, test and trials will carry out the inspection of documents, obtain commitments for compliance and demonstration of following which needs to be confirmed by the bidder
- 17.2 Additional inspection and tests may be conducted by NDMS team at the premises of the Supplier and at the Good's final destination, Port Qasim Karachi. All expanses for additional inspections/ visits (not mentioned at Annex M) for travel, boarding, lodging of NDMS's inspection Team shall be borne by NDMS. However, all reasonable facilities and assistance including access to drawings, documents and operations & maintenance manuals, data and facilities shall be furnished by the Contractor to the NDMS team at no charge to the Purchaser.

- 17.3 Examination of all documents, as built drawings, class certificates, owner / builder certificate, registration, final reports of all inspection and tests carried out after completion of construction and including reports of test and materials, insurance of vessels or any other documents as the team may consider necessary.
- 17.4 The Harbour Acceptance tests and sea trials (as applicable) shall be conducted for machinery equipment installed on board Monohull type survey boat including:
- Main Engines, Diesel Generators Sets Auxiliary Machinery, Deck equipment
 - Endurance (total 05 hrs. at full load including Safety System and Alarms speed)
 - Speed test.
 - Crash Stop Test.
 - Maneuverability test for quick response.
 - Anchor Test.
 - Electrical load balance and performance of Alternators.
 - Noise level test.
 - Provision of Life saving and firefighting appliances.
 - All round visibility and clear view screen.
 - Navigation equipment test during day and night.
 - All hydrographic survey equipment / software tests.
 - All Safety equipment tests.
 - Any other test as may be specified by Technical Team or repeat test requested by NDMS team.
- 17.5 The Supplier shall provide all drawings, builder class, and other certificates, No lien / mortgage stability, fuel tank, fresh water, sea water tank calculations, documents, services, provisions etc., as determined by NDMS Team that are necessary for the required inspection, tests and trials.
- 17.6 Tests and trials, shall be carried out to the Supplier's program and shall be performed in the presence of Technical Team of NDMS and shall be at the expense and risk of the Supplier including any repeated actions, if required. Any previous tests and trial reports to be checked. The results of Tests, Trials shall be recorded on Trial sheets as per standard marine practice.
- 17.7 During inspection it is to be confirmed that Main Engines, Generator & other Auxiliaries tools as recommended by OEM for overhauling and maintenance of machinery, equipment of supplied Goods, as well as consumable and other spares as required for PPM of Two years, are being supplied with the Survey Boat.
- 17.8 In the event of defects or omissions revealed by tests - trials for which the Supplier is liable under the provisions of the Contract, the Supplier shall be bound to remedy same and if the Technical Team considers necessary, new tests shall be made at the Supplier's expense and risk.
- 17.9 As soon as, in the opinion of the Technical Team Survey Boat have satisfactorily passed tests and trials recommended alteration if any shall be attended by Supplier and all loose inventory, spare parts cradle shall be carefully stored on board, for shipment to Karachi/Port Qasim.
- 17.10 The Survey Boat shall be transported at the expense and under the responsibility of the Supplier to Port Qasim, Karachi, under proper approved marine insurance by Pakistani firm.
- 17.11 The Survey Boat either supplied at Port Qasim through dry tow or through self-propulsion or heavy lift by sea shall include the provision of Survey Boat's Cradle and lifting appliances (sling) with Survey Boat.

17.12 The Survey Boat shall be refitted and repaired (if and where found necessary) and prepared for necessary trials in Port Qasim, all under the responsibility of the Supplier. The crew and survey officials of the Survey Boat shall be onboard before commencement of trials.

19. Country of Origin

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

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

20. Standards

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

21. Patent Rights

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

22. Packing

22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure transit and exposure to extreme temperatures, seawater salts and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the long sea distance of the Goods' final destination and the absence of heavy handling facilities at all points in transit. Purchaser shall retain all packing accessories, cradle etc.

22.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and any subsequent instructions ordered by the Purchaser / Engineer.

23. Insurance

23.1 The Goods and accessories supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery

23.2 The Supplier shall arrange and pay for marine insurance through Pakistani or international firm having minimum "Å" rating, naming the Purchaser as the full beneficiary, in addition the Supplier shall also arrange all clearance and payment of duties and taxes outside Pakistan (if any).

23.3 The insurance of work including the marine / voyage insurance of all contracted goods shall be in an amount equal to 110% of the CIF value of the goods from "warehouse to warehouse" on "All Risks" basis.

24. Transportation

24.1 Since the Supplier is required under the Contract to deliver the Goods CIF, Port Qasim Karachi, transport of the Goods to the port of discharge shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. The Freight charges are to be mentioned in BOQ.

24.2 The Contractor shall arrange on behalf of the Purchaser for ocean transportation of all

contracted goods with all provisions under own propulsion or dry tow or heavy lift from the place of Shipment to Port Qasim Karachi. Subsequent importation of any item pertaining to the consignment shall be avoided. All cost of fuel, crew, insurance etc. for transportation of the contracted goods shipped initially or subsequently from place of Shipment to Port Qasim, Karachi shall be borne by the Contractor.

25 Delivery and Documents

- 25.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements / BOQ and delivery of documents including original certificates of Builder and Classification Society, drawings, manuals etc., in numbers or sets as may be specified by the Purchaser / NDMS (one + three sets) shall be supplied by the supplier / contractor.
- 25.2 For purposes of the Contract, "CIF, DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the International Rules for the Interpretation of the Trade Terms published by the International Chamber of Commerce, Paris, and commonly referred to as INCOTERMS.

26 Incidental Services

- 26.1 Upon shipment of Survey Boat as the case may be, the Contractor shall notify the NDMS and the Insurance Company by fax or telex the full details of the shipment including contract number, description, quantity, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to NDMS's bankers, with a copy to the Insurance Company:
- (i) Copies of the Supplier's invoice showing the Survey Boat (as the case may be) description, quantity, unit price, total amount;
 - (ii) The complete Survey Boat with all accessories, provisions, materials as indicated in the contract or subsequently ordered by the Purchaser, shall be referred as to one package and copies of packing list identifying contents of each packets /boxes;
 - (iii) Insurance certificate;
 - (iv) Manufacturer's Supplier's guarantee certificate;
 - (v) Certificate of origin.
 - (vi) Free from lien certificate.
 - (vii) Builder Certificate
 - (viii) Vessel class certificate from approved classification society, Approved by IACS.
 - (ix) Any other certificate / official document related with the export of contracted goods and as may be required by the Purchaser.
 - (x) The above documents along with any other document required in addition to above shall be received by the NDMS or which will be required by NDMS for further processing. If the shipping documents are not received, the Supplier shall be responsible for any delays / expenses etc.
 - (xi) On arrival of the said Craft and accessories in Port Qasim, Karachi, the Supplier, will be responsible for the safety and the condition/ status of the equipment. The same will be transferred to NDMS after confirmatory tests have been carried out and thereafter all responsibility on the part of the Supplier shall cease with the exception of the guarantee obligations provided for in these Conditions of Contract.
- 26.2 The supplier shall arrange satisfactory confirmatory tests and trials in Port Qasim, Karachi and hand over with inventory list, all spares, material, goods, documents, drawings etc. including following (as may be applicable).
- 26.3 The Supplier shall undertake to provide the following services / provisions:

- (i) All tools including special Tools required for assembly and maintenance of the supplied Goods, and a list thereof.
 - (ii) Detailed operations and maintenance manual along with parts“ catalogues for Main Engine, Auxiliary Machinery & major survey equipment appropriate unit of the supplied Goods and relevant documents comprising as built drawing, certificates, guarantees, undertakings and other documents as per Tender requirement.
 - (iii) Docking / Bottom inspection of Craft in Karachi or if transported by Sea / Self propulsion, then at Supplier’s site, before shipment.
 - (iv) Any other repairs/alteration if required after tests in Karachi.
- 26.4 Prices charged by Supplier for preceding incidental services, shall be included in Contract Price.

28. **Drawings and Plans.**

Set of “as built” drawings from Builder (duly approved by Class and as applicable) which includes:

• General arrangement plan	Original	+	03 copies
• Shell expansion Plan/ Lamination Schedule	"		"
• Hull structure Drawings	"		"
• Machinery installation and Arrangement plans	"		"
• Machinery / Equipment drawings / manuals	"		"
• Propulsion system and Steering System drawings & details	"		"
• Docking plan	"		"
• Piping and cable for all systems	"		"
• Electrical Distribution / Cable & wiring Diagrams	"		"
• Main engine foundation	"		"
• Main engine reduction gear mounting details	"		"
• Welding plan for structure	"		"
• Stern tube details	"		"
• “V” bracket details	"		"
• Anchor windlass foundation	Original	+	03 copies
• Cradle arrangement approved	1		"
• Lifting plan	"		"
• Overboard intakes and discharge arrangements	"		"
• Water tight door	"		"
• Flash hatch	"		"
• Equipment Generator arrangement	"		"
• Fixed pitch propeller	"		"
• Navigational light arrangement (line diagram)	"		"
• Battery arrangement	"		"
• Main switch board single line diagram	"		"
• Main switch board front view	"		"
• Main deck and lower deck compartment placements	"		"
• Main deck and lower deck SLD	"		"
• Main deck and lower deck fire and general alarm system	"		"
• Components placement and SLD	"		"
• Main engine and generator battery group SLD	"		"
• Sound power telephone system SLD	"		"
• Megger test report	"		"

29. Certificates, Measurement Records and Documents.

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

30. Books / Instruction Manuals

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

31 Spare Parts

- 31.1 The Supplier shall carry onboard sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, washers, belts, filters (fuel, turbo charger, lube oil) bearing seal, hoses, fuses PLCs, ICs etc. for Two years period. Other spare parts and components shall be supplied in accordance with the provision of schedule of quantity or as agreed upon Makers / OEM list of recommended Spare parts (with Unit Price) to be mentioned as per clause 10.8. Spare parts requirement for five years list to be provided by

Supplier, to attend and credit next five list yearly Survey (of Main and Auxiliary Engines)
Approved by IACS.

- 31.2 The supplier shall furnish the list of spare parts indicating quantity and Original Equipment Manufacturer's complete nomenclature, Part No, Drawing No, category / sub-category etc and the unit and total price.

32. Standard and Special Tools

All standard tools and special tools pertaining to Main machinery / equipment to be supplied by

Contractor (with specific list thereof, as recommended by Makers). It should essentially include all the tools required for complete dismantling / assembly of Main and Aux. Engines.

33. **Others**

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

34. **Contract Completion/ Warranty/ Guarantee**

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

35. **Payments**

- 35.1 The Supplier's request(s) for payment shall be made to the Purchaser through an invoice describing, as appropriate, the Goods delivered and Services performed, supported by shipping documents, submitted upon fulfillment of other obligations stipulated in the Contract.
- 35.2 Payments shall be made promptly by the Purchaser within the period of 30 - 45 days, on submission of an invoice/claim by the Supplier with all required certificates/documents.
- 35.3 The currency or currencies in which payment is made to the Supplier under this Contract shall be in USD for foreign suppliers and PKR for local manufacturers and subject to the following general principle:
- i) Original commercial invoice / payment in the name of applicants / suppliers to in which the Contract Price has been stated in the Supplier's bid, and has subsequently been accepted by Purchaser for release of payment through letter of credit (LC) / local Banking channel.
 - ii) Payment of the Contract Price shall be made by the Purchaser / NDMS to the Supplier by installments as follows:

Installment	Percentage	Condition
1	30%	As advance payment, within thirty (30) days after signing of the Contract against a Bank Guarantee issued by State Bank of Pakistan approved Scheduled Pakistani Bank having minimum AAA rating. Advance bank guarantee will be released in stages from SATs till arrival of Boat at Port Qasim, Karachi.
2	50%	On arrival/ receipt of goods at Port Qasim and made ready for final tests, trials. Same to be confirmed by NDMS Team. Advance bank guarantee will be released on custom clearance and arrival of boat at PQA.

3	20%	After Harbour and Sea acceptance tests of Monohull Type Survey Boat in Port Qasim, Karachi and Delivery of all items, spares, tools documents, drawings, certificates, inventory, accessories and belongings and touch up work if any and rectification of deficiency observed during Monohull Type Survey Boat Operations and adjustment of non-provisions, if any.
---	-----	--

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

35.5 The Bank Guarantee for advance payment shall be in the currency or currencies of the Contract.

36. Contract Amendments and annulment.

36.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

36.2 The contract between the Supplier and the Purchaser shall be considered ineffective for all purpose and provisions after completion of two years guarantee period, followed by the return of the performance bond / guarantee for full or adjusted amount (as the case may be) by the Purchaser to the Supplier.

37. Assignment / Encumbrances

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

38. Subcontracts

38.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

38.2 Subcontractors are bound to comply and perform in a manner the supplier had to perform and will not authorize to raise any claim of their performance with the purchaser.

38.3 The Supplier remains as fully responsible for the actions, defaults and neglects of any Sub- Contractor, or their representatives, staff and workers, just as for the actions defaults and neglects of his own representatives, staff and workers and obligations under the contract provision.

39. Late Delivery

If the Supplier shall fail to complete and deliver the Survey Boat in Port Qasim, Karachi, Pakistan for reasons not attributed to force majeure, within the prescribed Period of Delivery of 06 months from the date of Signing of Contract, the Purchaser shall apply Liquidated Damages / Late Delivery (LD) in accordance with the LD clause of the Particular Conditions of Contract.

40. Law Governing the Contract and Language

40.1 Pakistani law in force shall be the law governing the contract and all matters of disputes etc shall be referred to Pakistani Courts of law. All markings on equipment, recording devices, nameplates, drawings, documents, lists, certificates and other objects shall also be in legible English. The Supplier is obligated to replace any markings on objects in any other language than English, without additional cost. Anything in language other than English shall not be accepted towards completion of work.

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

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

41. Notices

41.1 For the purpose of all notices, the following shall be the addresses of the NDMS and Contractor:

(a) **Director**

National Dredging & Marine Services (Pvt) Ltd., (NDMS)
NLC Headquarters, Harding Road,
Rawalpindi, Pakistan
NDMS website: www.ndms.pk
Email: procurement@ndms.pk
Tel: 051-9052541, 051-9052536

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

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

42. Special Provisions

The Supplier shall notify the Purchaser and give presentation on multimedia at Port Qasim (Karachi) or arrange progress review meetings, which will be conducted bimonthly, after the date of signing contract. The Supplier shall furnish the hard copies in descriptive and graphic form of the materials used and progress achieved along with photograph in 6" x 8" size and all material provided in hard be also provided in USB. The Supplier shall also indicate the reasons for delay, if any, and the proposed plan to recover the time loss and confirm the minutes of each progress review meeting previously conducted. The Supplier shall inform NDMS's representatives of his plans and level of achievements earmarked up to the next meeting to review the progress. At each meeting, the Supplier shall inform the date of next progress review meeting, and arrange for the NDMS's nominees / Surveyor all expenses for traveling, boarding, lodging etc. and provide all assistance as may be required for specified purpose.

43. Training

The contractor shall provide training on Operations and Maintenance of Survey Boat including all equipment, machinery and systems and hydrographic survey equipment installed on board. Hydrographic team of 03 x personnel shall undergo training by OEM for 10 x days at supplier's shipyard/ facility just before SATs. Master, Engineer and boat crew training will be conducted before completion of 2 years warranty period of boat for 02 x weeks. Arrangements to be made as per schedule given at Annex M.

44. Terms of Manning and Operations.

- a. The successful bidder shall make necessary arrangement to Man and Operate the survey boat (as per requirement of conditions of Contract) and to commence operations as per instruction of NDMS.
- b. The survey boat is required to be manned in a safe and efficient manner in accordance with the Manning & Operations Plan to be provided by the Contractor prior to Final acceptance test/ trials at Port Qasim.
- c. Adequate safety measures to be maintained, not only for the safety of the survey boat but also for the staff deputed and all the personal safety gears of the crew to be provided by the Contractor.
- d. The manning, operations & warranty of contract shall be for a period of Two (02) years

commencing from the issue of Certificate of Acceptance by NDMS which is extendable for a further period subject to mutual consent of both parties i.e Employer and Contractor.

- e. The Supplier shall be solely responsible for the safe navigation and professional operation of the Vessel. Any damage to the Vessel, port infrastructure, or third-party property resulting from the gross negligence, willful misconduct, or professional incompetence of the Supplier's crew shall be the financial responsibility of the Supplier.
- f. The Supplier's crew must operate the Vessel in strict accordance with IMO/SOLAS safety standards and the Vessel's Operations Manual. Failure to adhere to these safety protocols shall constitute a material breach of the warranty terms.
- g. The Purchaser reserves the right to demand the immediate replacement of any crew member who demonstrates unsafe practices or negligence, at no additional cost to the Purchaser

SECTION - IV

SUMMARY OF STIPULATIONS

SPECIAL CONDITION OF THE CONTRACT

S.No	CONDITION	DESCRIPTION	BIDDER'S COMPLIANCE
1	<u>BID SECURITY</u> Submission	Without bid Security / Earnest Money the Bid will not be accepted and will be rejected straight away.	
	Amount/value	USD 100,000 or PKR.28,000,000/-	
	Acceptance Condition	Pay order issued by Pakistani Scheduled Bank having a minimum AA local rating in the name of NDMS	
	Return.	a. To the participant bidders, after signing of Contract Agreement with the successful bidder. b. To the successful bidder, after submission of the Performance Bond.	
	Validity of bid	120 days, after opening of Tender.	
2	<u>PERFORMANCE BOND Submission</u>	Within 15 days of issuance of Letter of Acceptance or Signing of the Contract (Whichever is earlier).	
	Amount/value and Validity.	7 % (Seven percent) of the Contract Price, valid for 60 days beyond the warranty/guarantee expiry date.	
	Acceptance	Issued by Pakistani Scheduled Bank having a minimum AA local rating in the form of Bank Guarantee as per NDMS Format (in Tender document) in the name of National Dredging & Marine Services.	
	Return.	60 days after issuance of Certificate of due Performance, by NDMS which will be issued on satisfactory completion of Warranty/ Guarantee obligations by Contractor after two years warranty/ guarantee period.	
3.	<u>INSURANCE</u>	Shall be for the full cover and in name of NDMS comprehensive and consolidated insurance by Foreign / Pakistani Firm on warehouse to warehouse basis. Insurance for the crew for the entire period of deployment is suppliers responsibility.	
	Premium.	All premiums shall be for the contractor's account.	
	Value of Insurance.	10% (Ten Percent) more than the contract price.	
	Date of expiry	The Date of start of the two years warranty / guarantee period of One (01) Monohull Type Survey Boat, Twin Screw, after delivery of goods and their test and trial on 100% load at Port Qasim, Karachi, Pakistan. For the crew insurance, the date of expiry is the date mentioned on completion note by NDMS	
	Beneficiary.	NDMS shall be the full beneficiary to the extent of 10% more than a cost paid at that stage.	
	Refund.	All time the NDMS shall be entitled for 10% more than its investment.	

4-	<u>PAYMENT TERMS</u>	According to Clause 35 of Particular conditions of contract.	
	Advance Payment	Only against Bank Guarantee in USD / PAK Rupees (as per the currency of contract) issued by Pakistani Scheduled Bank having a minimum AAA local rating.	
	Payment Conditions	Availability of valid and accepted Performance Bond / Bank Guarantee and Insurance Policy for all payments, completion of milestones, production of relevant documents, and certificates as required with delivery of Goods under the terms of contract etc.	
	Payment Conditions, Additional Payments for Variation Orders.	Along with the forthcoming or correspondingly due installment. (if any)	
5.	<u>Not Used</u>		
6.	<u>SUBMISSION AND OPENING OF THE BIDS / TENDERS.</u>	a. One Envelope containing Two separate sealed Envelopes exclusively for “Technical Proposal” and “Financial Proposal”. b. Each envelope has to indicate the Title of envelope i.e. Tender for One (01) Monohull Type Survey Boat, Twin Screw of naming Technical offer, Financial offer and Name and complete address of the bidder. c. One Original and one Copy of the bid is to be submitted along with password protected USB having readable soft copies. d. Envelope marked “Technical offer” shall be opened first for technical evaluation of Tendering Firm and offered Bid on basis of positive response to requirements of Tender documents. Accordingly, comprehensive information and relevant particulars to be provided about tendering Firm, relevant forms to be filled, broad parameters and Criteria for technical specifications to be responsive to ascertain that Technical offer is compliant to specifications and parameters of Tender Documents. Envelope for “Financial offer” shall be retained (unopened). Retained unopened Financial offers of only the technically qualified Bidders-Bids shall be opened.	
7.	<u>TIME</u> Period of Delivery.	One (01) Monohull Type Survey Boat, Twin Screw newly supplied/constructed shall be delivered by not later than 06 months after the Signing of the Contract at Port Qasim, Karachi, Pakistan.	
	Start of Warranty/Guarantee Period.	After the Sea and Harbour acceptance tests / trials of relevant Boat have been carried out at Port Qasim, Karachi, Pakistan.	

	Duration of Warranty/Guarantee Period.	Two years.	
	Completion of Contract.	After two years Warranty/Guarantee period.	
8.	<u>TRANSPORTATION</u>	Dry tow / Carrier Vessel / Self propulsion.	
	Means. Voyage insurance	Included in the consolidated offered cost of work for 10% more than contract price.	
	Freight Charges.	Under the responsibility of the Contractor and / or the Contractor through his carrier service provider is responsible to obtain all clearances and compliance of Rules for safe transportation of all contracted goods to Port Qasim, Karachi. Ceiling amount of freight charges (where applicable) to be quoted, as per BOQ and to be included in total cost of Bid.	
9-	<u>CLEARANCE</u> Payment of Dues by decree.	a. All charges for Taxes, Fee, duty, warehousing berthing, Towage, Pilotage, guarantee, deposits etc. outside Pakistan shall be borne by the Supplier. b. NDMS shall pay the charges as levied in Pakistan (Except Court Stamping of Contract) for the Custom Clearance and <u>Port Dues</u> for all kind of Port facilities etc. in respect of the contracted goods only and not carrier vessel. Except Court Stamping of Contract, charges for performance and bid and other securities.	
10	<u>LIQUIDATED DAMAGES (L.D)</u> Limit Imposition of L.D. Meaning of Delivery for purpose of Liquidated Damages	Maximum up to 10% of the value of the late delivered stores/services, recovered at 1-2% per month or part thereof (as decided by the Procuring Agency) for the period exceeding the original delivery/completion period. The obligation of the Contractor with respect to Liquidated Damages / Late Delivery (LD) is as per the LD clause of the Particular Conditions of Contract. The term “Delivery” for the purpose of liquidated damages shall be after confirmatory and acceptance tests and trials at Port Qasim, Karachi, Pakistan and issuance of Acceptance Certificates by NDMS and successful completion of warranty obligations.	
11	<u>CLARIFICATION OF TENDER</u> Pre-Bid Meeting	All clarifications to the tender documents shall be in writing (through email and hard copy) and distributed among all intending firms. procurement@ndms.pk A pre-bid meeting will be convened as per Notice for Invitation to Tender.	

12	<u>EVALUATION / COMPARISON OF BIDS</u>	a. Publicly opened proposal shall be evaluated to assess and examine the level of the Technical suitability for the use of purpose and compatibility to the prevailing environment, requirement, Provisions and Specification for Technical Short listing of the bids. b. Financial offers of Technically qualified bidders shall be opened in the presence of the bidders / representatives with prior information about date and time. c. Retained un-opened Financial offers of Technically Disqualified bidders-bids shall be returned Financial Proposal un-opened. d. After adding the financial implications the <u>consolidated evaluated cost</u>, shall be arrived at, this will be considered the cost for comparison, quoted by technically qualified bidders. e. The consolidated evaluated cost may include the CIF cost, cost of additional work if any, provisions for maintenance periods spares, manning (crew) cost & manning Insurance, incidental services on compliance etc. In case of authorized Supplier(s) / Distributor(s) the Original Monohull Type Survey Boat Manufacturer(s) will be considered for judging under the Technical Evaluation Criteria.	
13	<u>TRAINING</u>	a. Hydrographic team of 03 x persons for 10 x days for training purpose just before SATs with consultation of OEMs. b. Master, Engineer and boat crew training will be conducted after completion of 2 years warranty period of boat for 02 x weeks.	
<u>STIPULATION OF THE CONTRACT</u>			
14	<u>SUPERVISION</u>	Supervision, Engineering & Consultancy Firm or Surveyors may be appointed by NDMS to monitor the Tests and Trials at site and in Port Qasim, the monitoring shall be for the Compliance of Rules of construction and Quality of materials and workmanship and Performance of the offered equipment. The contractor shall provide access, transport and other facility to the Supervision Engineers / Surveyors	

		and NDMS's inspection team at the yard / site as required by him to deliver the specified work. However, travelling, boarding, lodging cost shall be borne by Purchaser.	
15	<u>SPARE PARTS & TOOLS</u>	a. "Mandatory OEM recommended" All consumable spares / other spares for Two-year operation shall be supplied for One (01) Monohull Type Survey Boat, Twin Screw including survey equipment. These spares may comprise All Filters (Lube, Fuel T/C), Gaskets, PLCs, ICs, Belts, Bearings, Seals, etc. List of these spares is to be provided with the Technical bid. b. Clauses 10.8, 31 & 32 of Particular conditions of contract are relevant. All spares and Tools supplied by the Original Equipment Manufacturers (OEM) of each machinery / equipment and standard tools be supplied on One (01) Monohull Type Survey Boat and List of these to be provided with the Technical bid. a. Spare Parts list as recommended by the OEM to be provided with the Technical bid.	
16	<u>RULES OF CONSTRUCTION. & DESIGN OF WORKS</u>	The authorized Supplier(s)/Distributor(s) shall have to submit the written authorization from Original Monohull Type Survey Boat Manufacturer(s) and indicate whether the contract is to be entered into with the authorized Supplier(s) / Distributor(s) and/or Original Monohull Type Survey Boat Manufacturer(s).	
17	<u>BROAD PARAMETERS</u>	The Monohull Type Survey Boat should have been constructed as per rules and requirements of as follows. - International Association of Classification Societies (IACS). Example - IMO - MARPOL - SOLAS etc. And fully equipped to work in all-weather / sea conditions for the use of purpose. Tenderer shall indicate the name and address of Builder and submit with his bid the necessary documents as per requirement of the Tender a. All Specifications are for Guidance only. The selection shall be for the maximum conformity of the broad parameters as given in the specifications and the most suitable for use of purpose, depending on the inspection, tests and trials, provisions, performance, alterations (if any) etc. b. Supply of the One (01) Monohull Type Survey Boat, Twin Screw should ensure all provisions, whether or not mentioned in the tender specifications, for the safest use of purpose, all weathers sea-worthiness and to comply the relevant conditions of the International Maritime Authorities/Institutions and	

		Mercantile Marine Department, Karachi (Govt. of Pakistan). The offered Crafts (One Monohull Type Survey Boat) shall be sturdy and robust using the world wide known makes of equipment and exercising the highest standard of quality and workmanship for the finished goods and systems therein.	
18	<u>FLAG & REGISTRATION</u>	The Boat shall fly Pakistani Flag in Pakistan. The Local bidder(s) shall carry out registration of Craft with MMD and the ex-yard price quoted by them shall be inclusive of the MMD charges for registration, surveys and Port dues etc. for One (01) Monohull Type Survey Boat.	
19	<u>TESTS AND TRIALS</u>	Reports of the Factory tests of equipment on Test Bench as applicable shall be provided. Details of the Static / Quay side functional tests for idle running of installed machinery Preliminary tests, sea trials in the country of origin shall be provided, to be confirmed by NDMS Team. The Sea trials or confirmatory/ repeat tests for functions and operation of all the equipment at full load shall be carried out at Port Qasim, Karachi. All tests shall be witnessed and results shall require approval of the NDMS Engineer / Surveyor as applicable.	
20	<u>USE OF PURPOSE</u>	The offered Survey Boat should be highly maneuverable for the quickest response and will have to demonstrate its full capability to carry out safely and efficiently all types of survey operations at the rated capacity and as per tender requirements. Finally, the functions shall also be demonstrated / confirmed at Port Qasim, Karachi.	
21	<u>Not Used</u>		
22	<u>SCHEDULE OF REQUIREMENT</u>	To meet the requirements of Tender Documents, Supply of required crafts (Monohull Type Survey Boat) All -Weathers Seagoing Class of International Association of Classification Societies (IACS), all finished, complete, with Construction, all fitted machinery, piping systems, hydraulic and electrical installations, outfit, bow fendering, instrumentation, controls and all other required installations, whether or not mentioned within the broad parameters, specifications and standard inventory. Craft in sturdy and robust construction, built to the highest quality of materials, machinery, equipment, workmanship and quality control and inclusive of consumable spares and tools as delivered by manufacturers of each machinery / equipment as integrated component of supplies, documents all transported and delivered complete,	

		after satisfactory execution of all necessary tests and sea trials.	
23	<u>TRANSPORT</u>	All cost, whatsoever for the proper and safe sea transportation of Monohull Type Survey Boat along with all Spares, tools and other provision as one package, by dry tow / career vessel / self-propulsion (as the case may be) with all arrangements duly approved, complying with international navigation requirements, comprehensive marine insurance through Pakistani firms, certificates, etc. complete in all respects, including all heavy duty seaworthy preservation for safe sea transport and seaworthy heavy duty packing, complete in all respect. List of all Spares with OEM's description required to be submitted separately and all documents, drawings certificates, manuals, soft and hard copy of each, tests protocols / results and any other document as indicated by the purchaser. Completion of work of Construction and/ or /supply of the Boat, in accordance with the tender requirement and the requirements conveyed if any, after the tests and trials and other contractual requirements.	

SECTION - V

TECHNICAL SPECIFICATIONS

1. TECHNICAL SPECIFICATIONS OF THE OFFERED SURVEY BOAT

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

1. Name / Type of Boat
2. Built year / Under construction
3. New Construction offered
4. Estimated period of completion for tests / trials at home port
5. Estimated period of delivery of Craft at Port Qasim, Karachi
6. Classification Society / ABS/DNV, GL, NK / BV/ IACS/ CCS
7. Class Notation / approved by IACS/ABS/DNV, GL, NK, BV
8. Length Overall
9. Breadth
10. Draught
11. Hull & Structure construction: No. of Screws / Propellers
12. Boat Sea Speed @ 90 % MCR
13. Accommodation (Total Crew)
14. Type of propulsion
15. Nature / Type of Sea (all weather) Class of Survey boat as issued by Classification society)
16. Smooth Operations in Sea State 2-3 / Beaufort Scale 5 (documentary evidence required)
17. Main Engines Make, Model, Types and Power, Fuel Cons
18. Aux Engines Make, Model, Types and Power, Fuel Cons
19. No. of Alternators, generators and Power capacity
20. Life Saving and Fixed & Portable Firefighting System (As per SOLAS)
21. Radio & Nav. Equipment (As per SOLAS) including A.I.S ECS
22. Air Conditioning system for Wheel House and Accommodation
23. Electrical Battery Supply system
24. Total Fuel capacity onboard
25. Endurance period at 90% MCR
26. Average Fuel consumption per hour at rated speed
27. Tests Trials Reports (as applicable)
28. Any other information

2. BROAD PARAMETERS AND TECHNICAL SPECIFICATIONS OF SURVEY BOAT (ALL WEATHER SEAGOING)

The Survey Boat is required to operate within the 49-kilometre Navigation Channel of Port Qasim and its approaches, conducting hydrographic surveys throughout the year, including during the monsoon season. The following general requirements apply:

- a. The Survey Boat shall be of a powerful, seaworthy, and fast design, capable of safe transit and station-keeping across the full extent of the Navigation Channel under all prevailing weather and tidal conditions of the Arabian Sea. For the purposes of structural design, stability, and seakeeping assessment, the vessel shall be designed to withstand and safely operate in wind conditions up to Beaufort Scale 6 and significant wave heights up to 2.5 meters, ensuring that the vessel can safely return to harbor should weather deteriorate during survey operations.
- b. Precision hydrographic survey operations shall be conducted within an operational weather envelope of up to Beaufort Scale 5 and significant wave height not exceeding 1.5 meters. The vessel design shall ensure that sensor performance, platform stability, and positional accuracy remain within acceptable hydrographic standards within this operational envelope.
- c. The Survey Boat shall be of a proven design, with modifications limited to habitability, sensor integration, and operational layout requirements. The vessel shall be built to all-weather seagoing standards, with design plans and structural specifications approved by an IACS-

recognized Classification Society, suitable for heavy-duty and continuous long-duration survey service.

- d. The vessel shall provide adequate deck space alongside and around the superstructure to allow safe and unobstructed movement of surveyors and crew during operations. The wheelhouse and Master's accommodation shall afford a clear, unobstructed all-around view of the vessel's surroundings and working deck areas.
 - e. The Survey Boat (Monohull Type) shall conform to applicable international standards for seagoing survey vessels, including requirements of the relevant Classification Society Rules, applicable IMO instruments, and internationally recognized hydrographic survey platform guidelines.
-

General Specifications/Particulars

1.	L.O.A	Not less than 20 - Not more than 22 meters
2.	Beam	Not less than 5.0 - Not more than 5.5 meters
3.	Draught	Not less than 1.0 - Not more than 1.5 meters
4.	Hull & Structure	Twin Hull / Monohull design survey boat of GRP material with conventional propulsion (not jet Propulsion). Boat should be of latest technology being used in manufacturing of Survey Boats as per best international marine industry practices to ensure ease of maintenance, reliability, durability stability, long craft life and efficient hydrographic surveys.
5	High Speed	Minimum 16 knots
6	Speed (Cruising)	12 - 14 Knots
7	Speed (Survey)	05 -07 Knots
8	Range	250 NM
9	Crew Capacity	06 – 08 Crew
10	Passenger Capacity	06 – 08
11	Capstan/Anchor /Winch	Fwd: Capstan and arrangements for anchoring with chain cable as per best international marine industry practices. Aft: Deck winch with rotating mechanism & stainless steel cable with capacity 2.0 tons (SWL). Electrically operated capstan and winches will only be accepted.
12	Medical Kit	for 1 st Aid.
13	Work (RHIB) Boat with Out- board along with Hoisting & Lowering mechanism (motorized)	To delineate ‘zero line’, landing of Survey Party for Coast lining etc. Work (RHIB) Boat with OBM (40-50HP) along with motorized hoisting and lowering davit and winch. In addition, portable / removal over- the side mount for lowering of portable echo sounder’s transducer.
14	Moon Pool installation of MBES	Moon Pool installation of the Multi Beam Echo Sounder (MBES) shall be the required method for the offered Survey Boat. Over-the-side or any other alternative deployment arrangement shall not be accepted. Bidders shall provide the associated drawings and full details of the Moon Pool assembly/mountings, motor for automatic raising/lowering operation, and fairings to ensure laminar flow around the transducer, as per best international marine industry practices.
15	Boat Bonding	As per International Standards.
16	CCTV To monitor hoisting/lowering boat/survey equipment etc. from the Bridge / wheel house	As per best International marine industry of practices.
17	Survey / Chart Table	As per best International marine industry practices.
18	Binoculars	04 in number
19	Navigation Lights	As per best International marine industry practices
20	Fenders	As per best International marine industry practices

21	Fixed and portable Fire Fighting system/ equipment	CO2 flooding system to cover 60 % of machinery spaces from outside. Portable CO2, foam and dry powder fire extinguishers as per safety at sea rules Fire main seawater system throughout the boat. Fire detection system in engine room, bridge and accommodation Spaces
22	Safety Equipment	As per International Standards

Navigation Equipment (Primary)

1.	Radar	High-definition navigation radar with suitable color display, range up to 24 NM.
2.	Global Navigation Satellite System (GNSS) positioning system	Complete sets with dual display panel for navigation and survey
3.	ECS (Electronic Chart System) To display Nautical Chart	ECS System of latest version with set of updated local area electronic chart including but not limited to Pak 20/BA-59. Pak-5/BA-58 & Pak-30/BA-40 required.
4.	Echo Sounder (Hull Mounted)	Single Beam navigational echosounder of 250 m range with hull mounted transducer along with a spare transducer
5	VHF Sailor set	1xSailor set with DSC (Digital Selective Calling) at wheel house as per best marine industry practices.
6	Hand Held UHF set	4 x sets as per best international marine industry practices
7	Magnetic Compass	Two (02); one each in wheel house or as applicable and secondary conning station as per best international marine industry practices.
8	AIS	As per best international marine industry practices
9	Gyro Compass	1x Solid state Gyro Compass
10	Digital Weather Station	Wind Speed & Direction (Relative & True), Barometric Pressure, Humidity, Temperatures etc.
11	NAVTEX (Navigational Telex)	For receiving weather and navigation / MSI warnings from NAV area as per best international marine industry practices

Survey Equipment (Equivalent or better from a reputable firm)

S.No	Type	Equipment	Quantity
1.	Multi Beam Echo Sounding (MBES) System	Teledyne T20-R/ Kongsberg EM 2042 system fully integrated with complete accessories including motion sensor, sound velocity and software	01
2.	Single Beam Echosounder	Echotrac E20/ Kongsberg EA440 dual channel dual frequency (30-200kHz) echosounder with dual frequency transducer and complete accessories	01
3.	Positioning system	Trimble R12i RTK (Real-time Kinematic) / Applanix POS MV Oceanmaster positioning system including Telemetric radio link, Controller, Software and accessories. Also require Center Point RTX Services subscription covering project duration	01
4.	GNSS Data Processing	Trimble Business Centre (annual subscription for at least 03 years)	01
5.	Portable Sidescan Sonar	Starfish 425F High Frequency Side Scan Sonar	01
6.	Side Scan Sonar	EdgeTech 4125i complete system including tow fish, topside processor, software etc.	01
7.	Sound Velocity Probes	Valeport/ AML Swift SVP 02 sets	02

8.	Current Meter	Valeport model 106/ AML model	01
9.	Tide Gauge	Valeport Tide Master/ AML	03
10.	Magnetometer	Geometrics G-882 Marine Magnetometer	01
11.	Hydrographic Data Collection / Processing of Software	QINSY including data acquisition, processing, 3D visualization, analysis and plotting modules	01
12.	Motion Sensor	Applanix Pos MV or Seatex MRU 5	01
13.	Check Bar	Standard check bar with upto 25 m depth calibration	01
14.	Hand leadline	021 set up to 30 m depth	02
15.	Grab Sampler	02 set up to 30 m depth for seabed sample collection	02
16.	Tough Books	For data collection, editing and processing (Intel Core i9 or similar approved with UPS, 8GB Graphic Card & 32 GB RAM & min 1 TB hard drive and with licensed latest MS Windows and Office).	02
17.	Desk Tops	For data collection editing and processing (Intel Core i9 or similar approved with UPS, 8GB Graphic Card & 32 GB RAM & min 2 TB hard drive and with licensed latest MS Windows and Office).	02
18.	Back up Batteries power with inverter	In case of main power supply	01

Safety Equipment as per SOLAS Convention/International Standards

1.	Life Raft	2 x 10 men life raft (Inflatable).
2.	Life Buoys	05 in number
3.	Life Jackets	20 in number (including 10 HDLJs)

Cabin Arrangements

1.	Main Cabin Upper Level	Navigation bridge / wheel house including but not limited to seating arrangement for Master & Survey officer on shock mitigation suspension seats allowing all round visibility and control of vessel with 2x additional bench seats with side and chart table with computer racking below and space for multiple computer screens.
3.	Dining Area	Mess for 08-10 crew members

4.	Ward Room Mess	Mess for 05-07 officers
5.	Sleeping Cabin (crew)	06 x bunk berths in compartment (s) including lockers with separate / common toilet & washroom / shower facility.
6.	Sleeping Cabin (officers)	02 x cabins with 02x berths each with lockers, writing table and chairs with common toilet & washroom / shower / facility.
7.	Main Deck / Upper level	Toilet facility near wheel house / bridge
8.	Survey & Navigation Stores	Stowage of survey & navigation equipment

Galley Facilities

NOTE: All appliances are to be of marine version and to be installed in secure fashion for rough weather.

1.	Induction Technology Cooktops (ITC)	Four (04 Burners)
2.	Crockery / Utensils compatible with ITC	Complete separate sets for officers and crew messes
3.	Flatbed Microwave Oven	Two (02); one each for officers & crew mess
4.	Freezer (upright position)	Two (02); one each for officers & crew mess
5.	Coffee Maker	One for officers mess.
6.	Hot & Cold Water Dispenser each	Two (02); one each for officers & crew mess)

The hull, machinery and equipment to be constructed to the classification requirements and under the survey of appropriate international classification society (IACS approved and recognized internationally), in order to obtain all relevant Certificates of Class for Hull, Machinery and equipment as specified in Tender Documents.

3. General Arrangement Profile

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

Builder's Certificate

General Arrangement Plan

Hull construction and Shell Expansion plans

Classification Society Certificates for Hull, Machinery, Steel, materials and equipment.

International Safety Construction Certificate

International Safety equipment and associated Certificates

International Load Line Certificate

Anchor and cables Certificate

Shafting and stern gear arrangement

Fuel systems and Tanks

Steering system

Exhaust system

Fresh water and sanitary system

Bilge, Ballast and Fire Main system

Electrical circuits and wiring diagrams

Electronic circuits and diagrams

Docking and slinging / lifting plan

Simplified Stability Booklet

Vessel harbour tests and sea trials reports

All relevant Drawings, Manuals, catalogues and part lists for machinery and equipment as specified in

4. **Hull / Deck / Superstructure** Monohull Type of Composite /GRP/ latest technology being used in manufacturing of Survey Boats as per international standards/best industry practices to ensure ease of maintenance, reliability, durability, stability, long craft life and efficient hydrographic surveys. The superstructure should be fitted with sliding safety harness connection from the cabin rear to forward for the use of Surveyors / Crew. The hull is to be divided by transverse water tight bulk heads (depending on design approved by Class). Deck and bulwark to be fitted with non-slip surface materials. A self-supporting mast will be secured to the wheel house deck heads to allow the fitting of antennas, navigation aids and flag. Draught marks should be marked port & stbd and forward & aft.

5. **Main Machinery**

- Marine Diesel Engines Wartsilla / Cummins / MAN / Caterpillar/ Volvo/ make of international repute, for which authorized R&M Workshop and Spares back up facilities should be available at Karachi. Electronic Software programming based Control System may not be preferred, if other option of direct electro mechanical control between wheel House – Engine Room are available.
- Generator Sets, Cummins MAN, Wartsilla . Caterpillar, MTU or any other make of international repute for which authorized dealer to be available at Karachi.
- Anti-fouling systems including rope guard/ cutter as per standard marine practice.
- Forward Winch to be electrically operated of reputed make (and not electro-cum Windlass / hydraulic) shall be preferred Anchor Winch
- Fenders Suitable side fenders, approved by Class

6. **Hull Protection**

The hull of the vessel should be well protected with anodes (shafts, propeller and brackets) and anti-fouling system for two-year warranty, with provision for inspection and replacement of sacrificial anodes as required. All areas including tanks should be coated with relevant approved protective paint system.

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

7. **Important Features**

a. Survey boat, as specified in Tender document.	Survey boat capacity to carry 06-08 crew and 06 to 08 passengers/Survey Team. Survey boat suitable to operate at Beaufort Scale 6 / Sea state 3, particularly in Monsoon season
b. Propulsion.	Twin Screw, conventional system. (fixed pitch propeller) along with anti-fouling system
c. Sea Speed	1. Speed (Maximum) 16 Knots 2. Speed (Cruising) 12 - 14 Knots 3. Speed (Survey) 05 - 07 Knots at normal load and sea conditions at about 90 % of MCR.
d. Classification society approved by IACS	Class notation proposed by design house/ shipyard to be submitted with proposal.

e. In case of original class of Survey boat by other IACS approved and recognized international society.	The vessel class should be approved by IACS
f. Main Engines (Wartsilla, Cummins, Caterpillar, MAN, Volvo) with Authorized R&M Workshop backup facility & prompt space supply should be available at Karachi.	2 x marine type sufficient power to give sea speed of maximum 16 knots at normal working RPM (about 90% of max. continuous rating). Endurance 6 hours continuous running at 90% of rated RPM 1 hour continuous running at 100% MCR) Engines should be capable of running at Survey Speed for prolonged duration 7-8 hours on daily basis without any adverse effects on engine and gearbox related to under power operation.
g. Power Generating System. (Wartsilla, Cummins, MAN, Caterpillar, MTU with Authorized R&M Workshop backup facility & prompt space supply should be available at Karachi. OEMs except Israel, India & Taiwan.	02 in No. Brushless A/C Generator sets three phase, 380 volts, 50 Hz, each capable of taking the full load of boat machinery, equipment and air-conditioning plant at sea. Parallel running of generators possible. Also One Harbour Service Generator for complete Hotel Loads. Battery Sets (with Chargers) 24 Volts, high AH, for each Main and Aux. Engines, stand-by, emergency circuits and ship consumer loads including radio network.
h. Fuel Tanks capacity	Sufficient for at least 250 NM continuous running of the Boat at cruising speed
i. General Service Pump / Bilge Pump	One in No. Centrifugal type. Electrical driven for seawater ballasting and de-ballasting of tanks, firefighting, bilges removal from Engine Room & other compartments, working pressure about 06 bar etc. Removal of bilges from different compartments
j. Air conditioning system	Heavy duty system for Wheelhouse and accommodation spaces to maintain Celsius temp. (22 degrees) plus one roof mounted split AC in wheel house and one floor mounted split AC in Survey room. Suitable for local conditions
k. Ventilation system.	Efficient forced ventilation system for Engine Room, Bridge, Accommodation and any other Compartments
l. Steering system / Steering Wheel / Joy Stick / throttles to be fitted fore and aft.	Effective electro hydraulic system, having two pumps. One pump capable of steering the craft. Emergency steering system to be provided.

m. Navigation and Communication Equipment	VHF, UHF, GPS, Radar, A.I.S. ECS, Magnetic Compass, Echo sounder, Binoculars, Horn whistle, search lights etc. are to be provided. Internal communication system between various compartments, engine room, bridge, accommodation and decks etc. to be provided. - Sound powered telephone system to be provided. - Public address system to be provided for decks, machinery spaces and accommodation
n. Instrumentation & Controls Engine Controls and monitoring alarms to be fitted on in engine room control panel as well as on bridge	The instrumentation is to include direct/remote sensing dial type gauges on local and remote panels on the bridge. Throttle and telegraph and other control from bridge to the engines, generators, pumps etc must be simple, direct electro – mechanical type. PLC based control systems are not preferred, and may be rejected if other option is available.
n. Fixed Fire Fighting Installation (Internal)	CO2 flooding System to cover 60% of machinery spaces from outside may be provided. Portable CO2, foam, dry-powder, fire extinguishers to be provided as per safety at sea rules. Fire main seawater system throughout the boat Fire detection system in engine room, and preferred at bridge and accommodation spaces.
o. Lifesaving appliances and Fire Fighting appliances	All LSA & FFA to be provided as per SOLAS requirements for seagoing vessels.
p. Emergency and Alarm system	As per classification society and standard marine practice, including engine room panels, Wheel house and Accommodation Spaces, General Alarm, Fire Detection, Bilge alarm etc.
q. Lighting	220 volts normal and 24 Volts emergency lighting to be provided. All external / deck lights to be water proof and sea water resistant marine tube lamps lighting to be provided as per classification and standard marine practice.

SECTION – VI

EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA

1. Bidder's qualification will be based on the bidder's eligibility, general and particular experience personnel and equipment capabilities and financial position, as demonstrated by the bidder's responses in the forms attached. Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria. Joint Venture, Consortium or Association of firms experience & resources shall be considered jointly, however, it has to be formed as per given guidelines at **ITB 1**.

Mandatory Requirements for Eligibility

2. Following are the mandatory requirements to be fulfilled by the Bidder and in case any of the under mentioned requirements are not met by the any of the Bidder, the said firm/ Bidder will be considered disqualified:

- a. Purchase of tender document signed/stamped and submit within due date.
- b. Must comply with ITB 1 of the tender document.
- c. Valid Registration Certificate of Income Tax, Sales Tax, S.S.T. & S.R.B.
- d. The minimum marks to qualify for financial bid opening are 65 and firm shall qualify in each category and its sub sections.
- e. The Joint venture members will be evaluated jointly.
- f. The bidder firm is not to be blacklisted by and / or is not presently involved in litigation with NDMS or any other Government Agency / Organization. Undertaking to that effect on Rs. 1000 Stamp Paper to be submitted by the bidder firm.
- g. Name and details about the organizational set up, address, telephone, fax, email, website, etc. with brief company profile. In case of Joint Ventures / Partnerships / Association of Firms, the said information about all the members / partners / principal / local representative may also be provided.

Criteria for Award of Points

3. The Bidder's Technical Proposal/ Offer should secure minimum points as shown below in each category in order to be declared responsive / suitable and become eligible for opening/ consideration of their Financial Bids.

4. In the case of Joint Venture / Partnership / Association of Firms or Foreign Principal Local Representative Setup, the points secured in any or all Categories by each member/ partner/ principal/ local representative will be considered jointly.

Category	Description	Min Marks	Max. Marks
A	Firms Status/ Experience: Shipyard track record is the primary determinant of construction quality and delivery reliability for this specialist vessel type.	13	20
B	Design House Status/ Experience: Design House determines acoustic performance, design flexibility, and sensor integration quality — the defining technical differentiators of this vessel	13	20
C	Manpower on Company Roll: Adequate qualified engineering staff is necessary for both construction supervision and post-delivery support obligations	6.5	10
D	Financial Position: Financial strength must be commensurate with contract value and a multi-year post-delivery support obligation	13	20
E	Compliance to Technical Specifications: Technical compliance reflects on the precision scientific platform aspects where design quality directly determines operational effectiveness.	19.5	30
	Total	65	100

Ref.	Sub-category and Criterion	Scoring Bands and Evidence Required	Min	Max
Category A — Firm Status / Experience			13	20
A-1	Years of establishment Shipyard in continuous operation as a marine vessel construction facility from date of establishment to tender submission date	03 years = 1 mark 03-05 years = 1.5 marks More than 05 years = 2 marks Evidence: certified copy of business registration / establishment certificate showing commencement date	1	2
A-2	GRP / composite vessel deliveries Number of completed, delivered marine vessels of 10 m or greater in length, constructed in GRP or aluminium or composite, within the preceding fifteen (15) years	2 vessels (minimum) = 2 marks 3 to 4 vessels = 3 marks 5 or more vessels = 4 marks Evidence: delivery certificates, classification certificates, or client acceptance letters — one document set per qualifying vessel	2	4
A-3	Monohull construction experience Number of multi-hull (Monohull or equivalent) marine vessels of 10 m or greater in length, designed and built, within the preceding fifteen (15) years	1 Monohull = 2 marks 2 Monohulls = 3 marks 3 or more Monohulls = 4 marks Evidence: GA drawing extract, class record, or client reference confirming multi-hull hull form — one per vessel	2	4
A-4	Survey / scientific vessel experience Number of survey, research, or scientific platform vessels fitted with hull-integrated acoustic sensors, delivered within the preceding fifteen (15) years	1 vessel = 2 marks 2 vessels = 3 marks 3 or more vessels = 4 marks Evidence: vessel specification, sensor installation drawings, or client reference letter confirming survey mission — one per vessel	2	4
A-5	Monohull survey vessel — combined Number of GRP or composite or Aluminum Monohull hydrographic or scientific survey vessels delivered within the preceding fifteen (15) years. This is the highest-value A sub-category and rewards the specific combination of capabilities required for this contract	1 qualifying vessel = 4 marks 2 qualifying vessels = 5 marks 3 or more qualifying vessels = 6 marks Evidence: class certificate extract confirming multi-hull form + client reference or sensor list confirming survey mission — both required per vessel Note: vessels credited under A-5 may also be credited under A-3 and A-4. Double-counting across sub-categories is permitted.	4	6
Category A sub-total (minimum required: 13)			13	20

Category B — Design House Status / Experience			13	20
B-1	Design house arrangement Whether the nominated Design House is integrated within the Bidder's own legal entity (in-house) or contracted as a third-party organisation	Contracted external Design House with confirmed engagement = 2 marks In-house Design House — naval architecture and acoustic engineering capability within the same legal entity as the Bidder or Shipyard = 4 marks Evidence: Letter of Intent or design services agreement (contracted); OR organisational chart, staff list with qualifications, and facility description (in-house)	2	4
B-2	Multi-hull design track record Number of Monohull, SWATH, or equivalent multi-hull vessels of 10 m or greater, designed by the nominated Design House and delivered within the preceding ten (15) years	1 multi-hull designs = 2 marks 2 multi-hull designs = 3 marks 3 or more multi-hull designs = 4 marks Evidence: project reference list with vessel	2	4

		type, length, hull form, year of delivery, and client name — one entry per qualifying vessel; GA drawing extract acceptable as confirmation of hull form		
B-3	Acoustic and survey vessel design capability Demonstrated capability of the nominated Design House in designing vessels with hull-integrated acoustic sensor systems	Confirmed capability with no prior delivered vessel = 2 marks Capability confirmed + at least one survey or research vessel with hull-integrated sensors designed and delivered = 4 marks Capability confirmed + at least one survey or research vessel with GRP hull-integrated sensors designed and delivered = 6 marks	2	6
B-4	Professional body accreditation Current membership of the nominated Design House in one or more recognised professional naval architecture or marine engineering bodies	Current membership of 1 recognised body of Naval Architect and Marine Engineers = 2 marks Current membership of 2 or more recognised bodies = 3 marks Evidence: current membership certificate(s) from each claimed body	2	3
B-5	Quality management certification ISO 9001 Quality Management System certification of the nominated Design House or the Shipyard, covering marine vessel design or construction scope	Current ISO 9001 certification held, covering marine vessel scope = 3 marks Not held = 0 marks Evidence: current ISO 9001 certificate issued by an accredited certification body; must be within validity period at tender submission date	3	3
Category B sub-total (minimum required: 13)			13	20

Category C — Manpower on Company Roll			6.5	10
C-1	PEC-registered engineers — total on permanent company roll Number of engineers permanently employed by the Bidder (or by the Pakistani partner in a JV/Consortium) who are currently registered with the Pakistan Engineering Council (PEC). For foreign engineers, equivalent registration with a recognised body applies	3 engineers (minimum) = 2 marks 5 engineers = 3 marks 6 or more engineers = 4 marks Evidence: named list of engineers with PEC registration numbers (or equivalent), qualification details, and employment confirmation (HR letter or employment certificate) for each	2	4
C-2	Qualified naval architects / marine engineers Number of qualified Naval Architects or Marine Engineers (degree-qualified or equivalent professional registration) permanently employed by the Bidder or the nominated Design House, directly engaged in the proposed vessel programme	1 qualified NA/ME = 1 mark 2 qualified NAs/MEs = 2 marks 3 or more qualified NAs/MEs = 3 marks Evidence: CVs showing degree or professional qualification; employment confirmation; proposed role on the HSV programme	1	3
C-3	Acoustic sensor / survey system technicians Number of engineers or technicians with demonstrated training or experience in the installation, calibration, and commissioning of marine acoustic survey sensors (MBES, SSS, ADCP, SBP, SBES, or SV Probe) who are permanently employed or formally contracted	1 qualified sensor technician = 1 mark 2 qualified sensor technicians = 2 marks 3 or more qualified sensor technicians = 3 marks Evidence: CVs; OEM training certificates or endorsement letters; relevant project experience confirming sensor commissioning role	1	3
Category C sub-total (minimum required: 6.5)			6.5	10

Category D — Financial Position			13	20
D-1	Average annual turnover — three audited years Average annual revenue of the Bidder (or combined revenue of all JV/Consortium members) over the three most recent consecutive audited financial years. PKR figures are indicative; USD equivalent at the exchange rate prevailing on the date of tender issue applies for foreign firms	Average annual turnover PKR 1000M to below 1500M = 3 marks PKR 1500M to below PKR 2000M = 5 marks PKR 2000M or above = 6 marks Evidence: audited financial statements for three consecutive years — balance sheet and profit/loss account — prepared by an ICAP-registered chartered accountant (Pakistani firms) or equivalent records/ statements (foreign firms)	3	6
D-2	Net worth — three audited years Whether the Bidder demonstrates a positive net worth (total assets minus total liabilities) in each of the three recent audited financial years submitted	Positive net worth PKR 300M in all three years = 2 marks Positive net worth PKR 300M to below 500M in all three years = 3 marks Positive net worth PKR 500M or above in all three years = 4 marks Evidence: balance sheets from the three submitted audited financial statements; auditor's report confirming authenticity	2	4
D-3	Bank solvency certificate and credit standing Whether the Bidder submits a bank solvency certificate and/or a confirmed credit line or letter of credit facility from its principal bank, demonstrating capacity to finance a contract of the stated value	Solvency certificate only (no credit line) = 2 marks Solvency certificate plus confirmed credit line or letter of credit facility = 4 marks Evidence: solvency certificate dated no earlier than sixty (60) days before the tender submission deadline; credit line or facility confirmation letter from a recognised bank	2	4
D-4	Similar contract value executed — marine sector Number of individual contracts, in the marine or maritime sector, each with a contract value of USD 2 million or greater (or PKR equivalent), successfully completed and accepted by the client within the preceding fifteen (15) years	1 qualifying contract = 3 marks 2 qualifying contracts = 5 marks 3 or more qualifying contracts = 6 marks Evidence: contract completion certificate or client acceptance letter with contract value stated, per qualifying contract. Contracts may be for vessel construction, major vessel refit, or complex marine system supply and installation	3	6
Category D sub-total (minimum required: 13)			13	20

Category E — Compliance to Technical Specifications			19.5	30
E-1	Basic design quality and completeness Quality and completeness of the Basic Design Package submitted with the tender. The package must cover: (a) General Arrangement drawing; (b) Lines Plan or hull form definition; (c) Hydrostatic particulars and initial stability; (d) Machinery arrangement; (e) Sensor arrangement showing all six sensor types; (f) Hull material specification summary; (g) Proposed class society and intended notation	Partial submission — 4 to 6 of the 7 required elements present, adequate technical quality = 2 marks Complete submission — all 7 elements present, adequate technical quality = 4 marks Complete submission — all 7 elements present, high technical quality with supporting calculations and design narrative = 6 marks Evidence: Basic Design Package as submitted — evaluated by the Technical Evaluation Committee against the above criteria	2	6
E-2	Acoustic feature compliance Confirmation and design demonstration of all seven (7) mandatory acoustic and vibration mitigation features as defined in ITB-1, 1.2 (d) of the Eligibility Criteria: (a) Hull form CFD optimisation; (b) Fixed-pitch skewed propeller; (c) Resilient engine mounts; (d) Double-raft isolation; (e) Flexible pipe and duct connections; (f)	5 or 6 features confirmed with basic description = 3 marks All 7 features confirmed in Technical Compliance Schedule, signed by Bidder and Design House = 5 marks All 7 features confirmed + each feature demonstrated in the Basic Design with supporting technical detail (e.g. mount	3	7

	Dynamic balancing ISO 1940-1 G2.5; (g) Propeller surface finish Ra ≤ 3.2 µm	selection rationale, CFD methodology, propeller design approach) = 7 marks Evidence: completed and signed Technical Compliance Schedule; Basic Design Package showing feature integration		
E-3	Classification society and acoustic class notation Quality and specificity of the proposed classification society arrangement and acoustic class notation for the vessel	IACS full-member society nominated, basic SSC Multi (Monohull) notation proposed = 2 marks IACS society + SSC Multi Monohull + Survey/Research type notation proposed = 3 marks IACS society + SSC Multi Monohull + Survey/Research + SILENT-A / UWN-L Quiet / URN Quiet or equivalent acoustic notation proposed, with confirmation that the Design House has previous experience achieving this notation = 5 marks Evidence: named classification society; proposed notation string; reference to prior notation achievement if claiming 5-mark band	2	5
E-4	GRP hull material specification Quality of the proposed hull material specification, with specific reference to resin system selection for the underwater hull. Resin system directly affects osmotic resistance, acoustic damping, and long-term structural integrity	Orthophthalic polyester resin proposed = 1 mark (minimum acceptable; no further merit) Isophthalic polyester or vinylester resin proposed = 3 marks Epoxy resin system proposed for all underwater laminates, with epoxy barrier coat specified = 4 marks Evidence: hull material specification in Basic Design Package; resin system and laminate schedule summary; barrier coat specification	1	4
E-5	Sensor integration methodology Quality and thoroughness of the Bidder's proposed approach to hull-integrated sensor installation, including transducer keel box design, acoustic window laminate specification, electrical earthing, and OEM consultation	Basic sensor arrangement plan showing positions only = 2 marks Sensor arrangement + description of keel box or flush-mount housing design + acoustic isolation approach = 3 marks Full methodology: sensor arrangement + keel box design + acoustic window laminate specification + single-point earthing scheme + documented OEM pre-consultation letters or correspondence = 4 marks Evidence: sensor arrangement drawings; technical description; OEM consultation correspondence (if available)	2	4
E-6	Design review undertaking Submission of a signed, unconditional written undertaking confirming acceptance of the post-award Design Review Process as defined in the Eligibility Criteria. This undertaking must be on company letterhead, signed by an authorised signatory, and must explicitly confirm, conduct of the Design Review Meeting and incorporation of Purchaser's design comments (without any major change in scope) within 30 days of contract signing;	Compliant signed undertaking submitted = 4 marks Undertaking not submitted, or submitted with material qualifications or reservations = AUTOMATIC DISQUALIFICATION from the tender Evidence: original signed undertaking as submitted with the tender — no substitution or late submission accepted after the tender closing date	4	4
Category E sub-total (minimum required: 19.5)			19.5	30
GRAND TOTAL — Qualification threshold: 65 / 100 — Minimum required in every category			65	100

Self-assessment proforma (duly filled) as per above mentioned Technical Evaluation Criteria and Technical Specifications (Section V) to be provided along with Technical Bid.

SECTION – VII

BILL OF QUANTITIES

BILL OF QUANTITIES
CONSTRUCTION SUPPLY OF ONE SURVEY BOAT
(ALL WEATHERS SEAGOING)

Item	Description	Amount
	To meet the requirements of Tender documents.	
1.	Supply of One (01) Monohull type Survey Boat, all- weathers Seagoing Class of IACS approved Classification Society, speed Min 16 knots, to conduct hydrographic surveys all finished, complete, with all provisions, equipment, accessories and requirements with allied equipment / tools / Spares, documents, drawings, modifications if any and service etc as per specifications, requirements of Tender Documents, Schedule as agreed CIF Cost to Karachi Port Qasim under one package	
2.	Provision of Guarantee Engineer, Crew for manning of the boat during Warranty period of two (02) years.	
3.	OEM recommended two (02) years consumable Spare parts, set of standard and special tools for Survey Boat main and auxiliary engines and other main machinery / equipment, excluding the warranty parts, as per Tender.	
	Total Cost	
	Name and official address of Tenderer:	Designation and Signature of the Tenderer with stamp of the firm and date

Date:

Signature

Stamp:

SECTION - VIII

ANNEXURES

GENERAL INFORMATION

Company

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

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

.....
.....

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

2. Regional Office Address (if any)

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

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

3. Local Office Address (if any)

Address:.....

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

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

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

6. Attach relevant certificates for documentary evidence.

BIDDER EXPERIENCE FOR
SUPPLY OF SURVEY BOAT AND OTHER VESSELS (SEAGOING)

Main Lines of Business:

.....

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

Please provide documentary evidence, as maybe applicable.

BIDDER FIRM PERSONNEL DETAILS

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

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

BIDDER'S FINANCIAL DATA

A. Summary of the average turnover, assets and liabilities on basis of the audited financial statements of the last three financial years.

		Year	Year	Year	03 years Average (USD/ PKR)
		1	2	3	1+2+3/3
1.	Total Assets				
2.	Current Assets				
3.	Total Liabilities				
4.	Current Liabilities				
5.	Net Worth (1-3)				
6.	Working Capital (2-4)				
7.	Gross Turnover				

FORM OF CONTRACT

THIS CONTRACT AGREEMENT is made at Karachi on this _____ day of _____ 2026 between NATIONAL DREDGING & MARINE SERVICES, Karachi, Pakistan incorporated and established under National Dredging & Marine Services Act 1973 (Act XL.III dt 1973), hereinafter referred to as the “EMPLOYER” (which expression shall where the contract so requires and admit and include its successors-in-interest and assign on the ONE PART.

AND

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

WHEREAS the Employer desires to award certain works Supply of One (01) Monohull Type Survey Boat, Twin Screw as per terms and conditions of Tender documents on purchase basis within a specified period of _____ months, which should be executed by the Contractor, as awarded Tender to the Contractor for the execution and completion of such works and the remedying of any defect/s therein.

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract herein after referred to.

2. The following documents shall be deemed to form and be read and construed as integral part of this agreement, viz

- a. Tender notice dated _____
- b. The Bid form, Bill of Quantities (meeting schedule of requirements), and any technical schedule submitted by the Bidder.
- c. Technical specifications of offered Boat
- d. General conditions of Contract
- e. Particular conditions of contract
- f. Letter of Intent
- g. The Letter of Acceptance by Contractor.
- h. Performance Bond
- i. Insurance Policies
- j. Integrity Pact
- k. Any other related documents, significant to be integral part of Contract.

3. That the above-mentioned documents contain the entire contract between the parties hereto and shall not be modified in any manner except by a protocol in writing signed by respective parties.

4. In consideration of the payments to be made by the Employer / Purchaser to the Contractor as hereafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works in conformity and in all respects with the provision of the

Contract, which includes Supply of One (01) Monohull Type Survey Boat, Twin Screw to Port Qasim, Karachi, corresponding services, supplies and satisfactory tests and trials and subsequent guarantee period as per Tender requirements.

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works as per provision of the contract, the Contract sum or such other sums as become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.

6. IN WITNESS WHEREOF THE parties hereto have caused this Contract Agreement to be executed in accordance with the laws in force in Pakistan on the day and year first above written and signed on the day stated above:

EMPLOYER

CONTRACTOR

Secretary National Dredging & Marine Services
Bidder Firm

Supplier / Proprietor of

Official Seal

Official Seal

1) WITNESS

1) WITNESS

2) _____

2) _____

INTEGRITY PACT

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

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

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

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

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

PERFORMANCE BOND

Letter by Guarantor Bank to Employer / National Dredging & Marine Services

Guarantee No. _____

Executed on _____

Expiry Date _____

Name of the Employer / National Dredging & Marine Services with address

Name of Guarantor (Bank) with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (equivalent to 10% of total bid price expressed in words and figures)

Letter of Acceptance No. _____ Dated _____

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

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

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

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

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

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

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

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

1. Signature _____

2. Name _____

3. Designation _____

1. _____

Name, Title & Address (Seal)

Guarantor Bank (Seal)

Bank Guarantee Form for Advance Payment

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

[Name and Address of NDMS]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated (date) with you, for the execution of [name of contract and brief description of Facilities] (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [amount in figures] (_____) (amount in words) is to be made against an advance payment guarantee.

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

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

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of each part-shipment or part-delivery of plant and equipment to the site, as indicated in copies of the relevant shipping and delivery documents that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Contractor of the amount of the advance payment, or on the _____ day of _____, 2016, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature (s)]

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

Domestic Goods (Value added in Pakistan)

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

Sr No.	Description of indigenous Goods	Unit	Qty	Total Price of Goods Ex-Factory (Pak Rs.)	Domestic value added in the manufacturing cost as percentage 0 Ex-factory Price	Amount of value addition (Pak Rs.)
1	2	3	4	5	6	7
	Total in Column 5 & 6					

Computation:

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

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

Major Equipment installed in:

- 1) Wheel House/ Navigational Bridge.
- 2) Hydrographic Suite.
- 3) Accommodation.
- 4) Main Deck
- 5) Fenders.
- 6) Engine Room.
- 7) Steering Compartment.
- 8) Deck Fittings.
- 9) Under water Hull area.
- 10) Propulsion System.
- 11) Under water Hull area.
- 12) Deck Bulwark, Hull Accommodation Plating.

Design Review/ Training/ SATs Schedule

Visit	Description	Details
Design Review	Shipyard for design review, soon after the signing of contract.	03 x persons for 03 x days (excluding travelling days) Travelling, boarding & lodging shall be the responsibility of the Supplier.
Hydrographic Training	Hydrographic team training on survey equipment/ software operations and deployment just before SATs with consultation of OEMs.	03 x persons for 10 x days (excluding travelling days) Travelling, boarding & lodging shall be the responsibility of the Supplier
SATs	Sea Acceptance Trials (SATs) prior shipment of Survey boat to NDMS	05 x persons for 05 x days (excluding travelling days) Travelling, boarding & lodging shall be the responsibility of the Supplier