

Contact: For General Queries 051-9252306, Bahria Gate 0331-5540649, Section: 051-9252307
 Email: dprn@paknavy.gov.pk 051-9252307 adpr36@paknavy.gov.pk

P-36#QR Section (Contact: 051-9252307, Email: adpr36@paknavy.gov.pk)

Tender No and Date: R2593160634
 Tender Description: Employment/ing of Maintenance Dredging and Capital Dredging services for Omars Naval
 IT Opening Date: 01/03/2028
 Firm Name: _____
 Postal Address: _____
 Email Address for Correspondence: _____
 Contact Person: _____
 Contact Number: (Landline: _____) (Mobile: _____)

Document to be Attached with Quotation

Firm is to submit its proposal in a sealed envelope which shall contain 03 x Sealed Envelopes as per details given below:

Sealed Envelope 1 – Technical Offer in Duplicate

This envelope must contain 03 x sets of Technical Offer (01 x Original + 02 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick against each to ensure that these documents have been

| S No | Document | Original Set | Copy Set |
|------|--|--------------|----------|
| 1 | Bank Chalan of Rs. 300/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP)); | | |
| 2 | DP-1 Form of IT with tick mark against each clause and initialed on each page | | |
| 3 | DP-2 Form of IT with compliance remarks against each clause and initialed on each page | | |
| 4 | Annex A of IT duly filed (with compliance remarks) | | |
| 5 | Annex B & C of IT (with compliance remarks) | | |
| 6 | DP-3 Form of IT (duly filed & Signed) | | |
| 7 | Manufacturer Authorization letter (where applicable) | | |
| 8 | Manufacturer Price list (where applicable) | | |
| 9 | DRAP registration letter (in case of medical) | | |
| 10 | DGDP Registration Letter (If firm is registered with DGDP) | | |
| 11 | Tax Filing Proof | | |

Sealed Envelope 2 – Earnest Money

This Envelope must contain Earnest Money only.

Sealed Envelope 3 – Commercial Offer

This Envelope must contain following documents:

| | | | |
|---|--------------------------------------|---------------|--|
| 1 | Firm's Commercial Offer | 01 x Original | |
| 2 | Principal Invoice (where applicable) | 01 x Original | |
| 3 | Duly filed DP-2 Form of IT | 01 x Original | |

Firm's Declaration

It is certified that we have submitted tender in compliance with above instructions and we understand

Firm's Authorized Signatures: _____

DIRECTORATE PROCUREMENT (NAVY)**Directorate of Procurement (Navy)**

Through Bahria Gate
Near SNIDS Centre,
Naval Residential Complex

Contact: For General Queries: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262307

Email: dpn@paknavy.gov.pk
adpn36@paknavy.gov.pk

M/s _____

Dated :

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

1. DP (Navy) invites you to tender for the supply of stores/equipment/ services as per details given in attached Schedule to Tender (Form DP-2).

2. Caution: This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2019) covering general terms and conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood
agreed

Understood
not agreed

3. Conditions Governing Contracts: The 'Contract' made as result of this IT (Invitation to Tender) i.e PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the Purchaser and the Seller on Directorate General Defence Purchase (DGDP) contract Form 'DP-19' in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure and Instructions and DPP&I-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood
agreed

Understood
not agreed

4 Delivery of Tender: The tender documents covering technical and commercial offers are to be furnished as under:-

a Commercial Offer: The commercial offer will be in single copy and indicate prices quoted in figures as well as in words in the currency mentioned in IT. It should be clearly marked in fact on a separate sealed envelope "Commercial Offer", tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

| | |
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| Understood agreed | Understood not agreed |
| <input type="checkbox"/> | <input type="checkbox"/> |

b Technical Offer (Where Applicable): Should contain all relevant specifications in DUPLICATE (or as specified in IT) along with essential literature/brochure, drawings and compliance matrix in a separate sealed envelope and clearly marked "Technical Offer" without prices, with tender number and date of opening. Technical offer shall be opened first, half an hour after the date and time for receipt of tender mentioned in DP-2. Firms are to confirm/comply with IT technical specification in the following format:

| | |
|--------------------------|--------------------------|
| Understood agreed | Understood not agreed |
| <input type="checkbox"/> | <input type="checkbox"/> |

| S. No | Technic al requirem ent as per IT | Firm's endorsement (Comply/ Partially Comply/ Comply) | Basis of C, PC in case of non availability of of NC i.e. Refer enclosed proof from to page or brochure/ Literature, quoted brochure attach additional documents/ data/undertaking as proof of compliance |
|-------|---|--|--|
| | | | |

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)

(Firms must clearly identify where their offer does, not meet or deviates from IT. Space)

c Special Instructions: Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s); the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

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| Understood agreed | Understood not agreed |
| <input type="checkbox"/> | <input type="checkbox"/> |

d Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the IT) and envelopes clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address.

of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

e. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the technical offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

f. The tender duly sealed will be addressed to the following:-

Directorate of Procurement (Navy)
Through Bahria Gate
Near SNIDS Centre,
Naval Residential

Contact: For General Queries: 051-8262306
Bahria Gate: 0331-5540649
Section: 051-8262307

Email: dpn@paknavy.gov.pk
adpri36@paknavy.gov

5. Date and Time For Receipt of Tender. Tender must reach the office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-8271488 well before the opening date / time.

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

6. Tender Opening. Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date and time specified in DP-2 would be rejected without exception and returned un-opened (a.w Rule 28 of PPRA-2004).

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

7. Validity of Offer.

a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of Technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) (a.w PPRA Rule-26).

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.

8. Part Bid Firms may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

| | |
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| Understood agreed | Understood not agreed |
| <input type="checkbox"/> | <input type="checkbox"/> |

9. Quoting of Rates. Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of PBLC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2)

| | |
|--------------------------|--------------------------|
| Understood agreed | Understood not agreed |
| <input type="checkbox"/> | <input type="checkbox"/> |

10. Return of IT. ITs are to be handled as per following guidelines:

| | |
|----------------------|--------------------------|
| Understood agreed | Understood not agreed |
|----------------------|--------------------------|

a. In case you are not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consecutively on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|

b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for sanctioned items/stores do not quote / participate.

c. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary/budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.

11. Withdrawal of Offer. Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.

| | |
|--------------------------|--------------------------|
| Understood agreed | Understood not agreed |
| <input type="checkbox"/> | <input type="checkbox"/> |

12. Provision of Documents in case of Contract. In case any firm wins a contract, it will deposit following documents before award of contract:

| | |
|----------------------|--------------------------|
| Understood agreed | Understood not agreed |
|----------------------|--------------------------|

- a. Proof of firm's financial capability
- b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
- c. Principal/Agency Agreement.
- d. Registration with DGDP (Provisional Registration is mandatory)

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|

13. Treasury Chellan.

| | |
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| Understood agreed | Understood not agreed |
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a. Offers by registered firms must be accompanied with a Chellan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1845/30). Each offer will be covered by one Chellan.

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|

b. Firms, un-registered / un-indexed with GDP (Registration Section) are) to participate in the tender by submitting Chellan Form of Rs 300 in favour of CMA (DP).

14. Earnest Money/Tender Bond: Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

| | |
|--------------------------|---------------------------|
| Undersigned agrees | Undersigned not agrees |
| <input type="checkbox"/> | <input type="checkbox"/> |

a. **Submitting improper Earnest Money/Bid Security** Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.

b. **Rates for Contract.** The rate of earnest money and its maximum call for different categories OF FIRMS would be as under:-

- (i) **Registered/Indexed/Pre-Qualified Firms** 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
- (ii) **Registered/Pre-Qualified but Un-indexed** 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
- (iii) **Unregistered/not Pre-Qualified/Un-indexed** 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

c. **Return of Earnest Money.** (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
(ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

15. Documents for provisional registration: In case your firm wins a contract on Earnest Money (EM) , it will deposit following documents to DGDP (Registration Section) before the award of contract for provisional registration:-

| | |
|--------------------------|---------------------------|
| Undersigned agrees | Undersigned not agrees |
| <input type="checkbox"/> | <input type="checkbox"/> |

| S No | Local Supplier | Foreign Supplier |
|------|--|---|
| a. | Three filed copies of SVA-8121 of each member of management. | Three filed copies of SVA-8121-D of each member of management. |
| b. | Three filed copies of SVA-8121-A | Three filed copies of SVA-8121. |
| c. | Three photocopies of NIC for each member of management. | Three photocopy of Resident Card or equivalent identification Card for each member of management. |
| d. | Three PP size photographs for each member of management. | Three PP size Photographs for each member of management. |
| e. | Chalan Form | Chalan Form |
| f. | Bank Statement for last one year. | Financial standing/audit balance |
| g. | Photocopy of NTN | Photocopy of passport |
| h. | Foreign Principal Agency Agreement in case of local agent. | Agency Agreement in case of Trading House/ Company/ Exporter /Stockist etc. |

16. Inspection Authority. CINS, Joint Inspection will be carried out by INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2019) or as per terms of contract.

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

17. Condition of Stores. Brand new stores will be accepted on Firms Warranty/Guarantee Form DPL-15 enclosed with contract.

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

18. Documents Required. Following documents are required to be submitted along with the quote:

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

- a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.
- b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of CDC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.
- c. Original quotation/Principal/OEM proforma invoice.
- d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.
- e. Submit breakup of cost of stores/services on the following lines:

- (i) Imported material with break down item wise along with import duties.
- (ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-
 - (1) General Sales Tax
 - (2) Income Tax
 - (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
 - (4) Any other tax duty.
- (iii) Fixed overhead charges like labour, electricity etc.
- (iv) Agent commission/profit, if any.
- (v) Any other expenditure/costs/war/pc/humuneration as asked for in the tender.

19. Rejection of Stores/Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows:

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

- a. 1st rejection on Govt. expense
- b. 2nd rejection on supplier expense
- c. 3rd rejection contract cancellation will be initiated.

2.0. Rejection of Stores/Services. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

2.1. Integrity Pact. There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read and understood for strict compliance:

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor (as per Rule-7 of PPPA-2004). The form is available at www.pppa.org.pk or can be requested at dpn@pppnavy.gov.pk

b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistani Code of Criminal Procedure.

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Respective Section Tel: 051-6271488 or through a personal meeting in office. Fovacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

2.2. Correspondence. All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi and Consignees respectively with copy endorsed to the DP (Navy).

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

2.3. Pre-Shipment Inspection. PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

| Understood agreed | Understood not agreed |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

24. Amendment to Contract. Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract

Understood
agreed

Understood
not agreed

25. Discrepancy. The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood
agreed

Understood
not agreed

26. Price Variation.

Understood
agreed

Understood
not agreed

- a. Prices offered against this tender are to be firm and final.
- b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.
- c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.

27. Force Majeure.

Understood
agreed

Understood
not agreed

- a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances / happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.
- b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.
- c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.
- d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.
- e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

28. **Arbitration.** Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and binding arbitration as provided below:

Understood
agreed Understood
not agreed

- a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.
- b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final.
- d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration.
- e. All proceedings under this clause shall be conducted in English language and in writing.

29. **Court of Jurisdiction.** In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.

Understood
agreed Understood
not agreed

30. **Liquidated Damages (LD).** Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DPP & I-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.

Understood
agreed Understood
not agreed

31. **Risk Purchase.** In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DPP & I-35.

Understood
agreed Understood
not agreed

32. **Compensation Breach of Contract.** If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

Understood
agreed Understood
not agreed

Understood
agreed Understood
not agreed

33. **Gratuities/Commission/Gifts.** No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.

Understood
agreed

Understood
not agreed

34. **Termination of Contract.**

a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.

Understood
agreed

Understood
not agreed

b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:

(i) To have any part thereof completed and take the delivery thereof at the contract price or,

(ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and

35. **Rights Reserved.** Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).

Understood
agreed

Understood
not agreed

36. **Application of Official Secrets Act, 1923.** All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

Understood
agreed

Understood
not agreed

37. **Acknowledgment.** Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. WWW.PPRA.ORG.PK

Understood
agreed

Understood
not agreed

38. **Disqualification.** Offers are liable to be rejected if-

Understood
agreed

Understood
not agreed

- a. Received later than appointed/fixed date and time.
- b. Offers are found conditional or incomplete in any respect.
- c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
- d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
- e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
- f. Treasury challan is NOT attached with the technical offer.
- g. Multiple rates are quoted against one item.
- h. Manufacturers relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- i. Subject to restriction of export licenses.
- j. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
- k. If the validity of the agency agreement is expired.
- l. The commercial offer against FOB/CIF/CandC tender is quoted in local currency and vice versa.
- m. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- n. Earnest money is not provided.
- o. Earnest Money is not provided with the technical offer (or as specified).
- p. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- q. Offer made through Fax/E-mail/Cable/Telex.
- r. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- s. If OEM and principal name and complete address is not mentioned.
- t. Original Principal Invoice is not attached with offer.

39. **Appeals by Supplier/Firm.** Any aggrieved Supplier/Firm against the decision of DP (N) or CINS or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

Understood
agreed

Understood
not agreed

| S.No | Category of Appeal | Limitation Period |
|------|--|-------------------------|
| a | Appeals for liquidated damages | Within 30 days decision |
| b | Appeals for reinstatement of contracts | Within 30 days decision |
| c | Appeals for risk and expense amount. | Within 30 days decision |
| d | Appeals for rejection of stores | Within 30 days decision |
| e | Appeals in all other Cases. | Within 30 days decision |

40. **Limitation:** Any appeal received after the lapse of timelines given in para 39 above shall not be entertained.

Understood
agreed

Understood
not agreed

41. **For Firms not Registered with DGDP:** For Firms not Registered with DGDP, Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website www.dgdp.gov.pk. These firms can participate in tender law para 12 and 14 above

Understood
agreed

Understood
not agreed

42. Firms which are not registered with DGDP should initiate provisional registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents for ground check by FS Team:

Understood
agreed

Understood
not agreed

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise and Taxation)
- g. Office/Home/Ware House Property documents
- h. Utility Bills (Phone/Electricity)
- i. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, DGDP specimen signature of CEO
- l. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers
- q. Police Verification
- r. Agency Agreement
- s. DEM Certificate
- t. ISO Certificate
- u. Stock List with value
- v. Company Profile/Broachers
- w. Employees List
- x. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 29 and Form A
- ad. Incorporation Certificate

43. We solemnly undertake that all IT clauses marked as "Understood and Agreed" shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations.

Understood
agreed

Understood
not agreed

44. The above terms and conditions are confirmed in total for acceptance.

Understood
agreed

Understood
not agreed

45. Format of DPL-15 (warranty form) and PSG are enclosed as Annex A and B.

Understood
agreed

Understood
not agreed

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

DPL-15 (WARRANTY)

FIRMS NAME M/s _____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or its use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.

2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DDP Karachi (As the rate may be in currency in with received).

3. This warranty shall remain valid for 01 Year after the acceptance of stores by the end user.

The signature must be the same as that on the tender/contract, or if otherwise must be shown to be the signature of a person capable of giving a guarantee on behalf of the contractor

SIGNATURE _____

DATE _____

PLACE _____

**BANK GUARANTEE FOR PERFORMANCE ON
JUDICIAL STAMP PAPER OF RS. 100/- OR
AS SUITABLE TO THE AMOUNT OF BG**

(i) Contract No. _____ dated _____
(ii) Name of Firm/Contractor _____
(iii) Address of Firm/Contractor _____
(iv) Name of Guarantor _____
(v) Address of Guarantor _____
(vi) Amount of Guarantee Rs. _____

(in words)
(vii) Date of expiry of Guarantee _____

To: The President of Islamic Republic of Pakistan through the
Controller of Military Accounts (Defence Purchase) Rawalpindi.

Sir

1. Whereas your good self have entered into Contract No. _____ dated _____
with Messrs _____

(Full Name and Address)

hereinafter referred to as our customer and that one of the conditions of the Contract is
the submission of unconditional Bank Guarantee by our customer to your good self for a
sum of Rs. _____ Rupees/FE (as applicable) _____

2. In compliance with this stipulation of the contract, we hereby agree and undertake as
under:-

a. To pay to you unconditionally on demand and/or without any reference to our Customer
and amount not exceeding the sum of Rs. _____ Rupees or
FE (as applicable) _____ as would be mentioned in
your written Demand Notice.

b. To keep this Guarantee in force till _____

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the
original/extended delivery period or the warranty of the stores which so ever is later in
duration on receipt of information from our Customer i.e. M/s _____
or from your office. Claim, if any must be duly received by us on or before this day. Our
liability under this Bank Guarantee shall cease on the closing of banking hours on the last
date of the validity of this Bank Guarantee. Claim received thereafter shall not be
entertained by whether you suffer a loss or not. On receipt of payment under this
guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and
returned to us.

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.

e. That with the consent of our customer you may amend/delete any term/condition of the contract or add/delete any term/condition to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alteration or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. _____ (Rupees)

f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.

g. That this an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/Seller or Vendor.

Guarantor

Dated: _____

(Bank Seal and Signatures)

AFFIDAVIT/UNDERTAKING
(WORTH RS. 100) ON JUDICIAL STAMP PAPERS

Mr _____ Authorized signatory/
Partner/MD of M/s _____ do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and Directorate General Defence Purchase, Ministry of Defence
Production, Rawalpindi that our firm M/s _____ has applied for registration
with Director General Defence Purchase (DGDP) duly completed all the documents required by
registration section on _____ (date) i.e before signing the contract. I certify that the above
mentioned statement is correct. In case if it is detected on any stage that our firm has not applied
for registration with Director General Defence Purchase or statement given above is incorrect,
our firm will be liable for disciplinary action initiated (i.e debarring the firm do business with
other Defence Establishment and Govt Agencies). I also accept that any disciplinary action
taken will not be challenged in any Court of Law.

Station: _____
Date: _____

Signature: _____
Name: _____
Appointment in Firm: _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1. Schedule to Tender No. 259008WR28030360634 Dated 09-03-2025 This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:04 Hours on 2025-05-05
2. 11:00 Please drop tender in the Tender Box No. 205
3. You are requested to please use this Proforma for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm, if you do not use this form as price quotations your offer might be rejected.
4. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed and stamped. Same are available at www.ppra.org.pk

| S NO | DETAIL OF STORES | QTY | UNIT PRICE | TOTAL PRICE |
|--|---|-----------|------------|-------------|
| 1 | 10m depth at O&H Detailed Technical Specification: Special Instructions: As Per Annex A General Instructions : As Per Annex B | 1.0 Meter | | |
| 2 | 5m depth at O&H Detailed Technical Specification: Special Instructions: As Per Annex A General Instructions : As Per Annex B | 1.0 Meter | | |
| Above mentioned price includes 15% sale Tax (Please tick Yes or No) | | | Yes | No |
| Grand Total | | | | |

f. Company registration certificates are to be attached with offer.

g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.

h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.

i. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each

13. **Special Note.**

All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).

a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.

b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.

c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.

d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.

e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.

f. Company registration certificates are to be attached with offer.

g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.

h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.

i. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A, B & C duly signed and stamped by firm authorized rep is to provide for technical scrutiny.

j. Price preference is admissible to local manufacturers over foreign vendors as per FPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)2001.

Note: In case of failure to comply above instructions, Terms and conditions, offer will liable for rejection.

DP-3

Tender No. PK2803300034

Name of the Firm
DGD Registration No.
Mailing Address
Date
Telephone No.
Official E-Mail
Fax No.
Mobile No of contact person

To:

Directorate of Procurement (Navy)
through Bahra Gate Near SHQI
Center, CDA Market
of Naval Residential Complex
Sector E-8, Islamabad
Tele: 051-8262310
Email: dpm@paknavy.gov.pk

Dear Sir, 1. We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 day and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. We shall be bound by a communication of acceptance to be dispatched within the prescribed time. 2. We have understood the Instructions to Tenderers and General Conditions Governing Contract in Form No. DCP& (Revised-2015) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) 'General Conditions Governing Contracts' and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and declare fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. 3. The following pages have been added to and form part of the tender:

- A.
- B.
- C.

YOURS FAITHFULLY,

.....
(SIGNATURE OF TENDERER)

.....
(CAPACITY IN WHICH SIGNING)

ADDRESS:

DATE:

SIGNATURE OF WITNESS

ADDRESS:

*Individual signing tender and/or other documents connected with a contract must specify:-

- (a) Whether signing as "Sole Proprietor" of the firm or his attorney
- (b) Whether signing as a "Registered Active Partner" of the firm or his attorney
- (c) Whether signing for the firm "per prouration".
- (d) In the case of companies and firms registered under the Act, 1913 as amended up-to-date and under the Partnership Act 1932, the capacity in which signing e.g. the Director, Secretary, Manager, Partner, etc. of their attorney and produce copy of document empowering him so to sign, if called upon to do so.
- (e) Principal's proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Chalan-Form for tender Fees as applicable

Annex 'A'

Index No. 200409

Date: 05 May 16

HIRING OF MAINTENANCE AND CAPITAL DREDGING SERVICES ORMAHA NAVAL HARBOUR

| S.NO | Technical Specification | Contractors remarks |
|------|--|---------------------|
| 1. | <p><u>Introduction</u></p> <p>Ormara Naval Harbour (ONH) is located at Ormara, Baluchistan Province. The harbour was developed in 90's. The channel and basin were dredged to 111 meter in 1996/97 during joint operation. The existing ONH channel and basin require maintenance dredging upto 10m depth, whereas, the additional basin area requires capital dredging upto 10m depth. Hence, out sourcing of following dredging services in a stipulated time frame is required:</p> <ul style="list-style-type: none">a. Maintenance dredging services to achieve desired depth of 10m of existing channel & basin area.b. Capital dredging services to achieve desired depth of 10m of new basin area. | |
| 2. | <p><u>Scope Of Dredging Work</u></p> <p><u>4. Improvement/ Hiring of following dredging services for ONH:</u></p> <ul style="list-style-type: none">(1) Maintenance dredging of existing Channel & basin upto 10m depth to meet operational requirement of Pakistan Navy. Detail of areas to be dredged, their limits is covered in Appendix I to Annex A.(2) Capital dredging of basin area beside Ormara yard, to achieve surface depth of 10m to meet operational requirement of Pakistan Navy. Detail of areas to be dredged, their limits is covered in Appendix I to Annex A. Main contours of dredging work are as under: | |
| S.NO | DESCRIPTION | REQUIREMENT |

| | | |
|----|---|--|
| 1. | Dredging Area | <p>(a) O&M existing channel and basin (maintenance dredging work)</p> <p>(b) O&M new basin (Capital dredging work)</p> |
| 2. | Existing Depths in dredging area(s) | <p>(a) Existing channel (3.7m to 10m) and basin (4m to 10m)</p> <p>(b) New basin - Variable, ranging between 3.4m to 8.7m</p> |
| 3. | Estimated volume to be dredged in each area | <p>Approx 4 Million cubic meter</p> <p>(a) Maintenance dredging volume approx. 1.2 Million cubic meter</p> <p>(b) Capital dredging volume approx. 2.8 Million cubic meter.</p> <p>Note: + 10% (there shall be completed upon through site DS survey)</p> |
| 4. | Required Depth / surface to be achieved | <p>(a) Existing channel & basin 7m and less Class Datum referred from SFA Beach Mark at each end of O&M</p> <p>(b) New basin 6m. The Class Datum referred from SFA Beach Mark at south wharf of O&M.</p> |
| 5. | Channel Floor | <p>(a) Fixed Maintenance dredging of existing O&M channel and basin</p> <p>(b) Fixed-II Capital dredging of new basin area</p> |
| 6. | Standard Slope Ratio | 1:2 shall be maintained (as per drawings) |
| 7. | Batter over pile O&M (Ground Level) and existing basin wherever applicable. | B shall be maintained. |

| | | |
|----|----------------|--|
| 8. | Soil condition | Mud, sand and composite Clay (Soil table data enclosed) |
| 9. | Tolerance | (+0.300) of the dredging area (new basin and existing channel and basin (over dredged wet meadow). |

Note 1: Tolerances measured vertically with the positive values reflecting elevation above the design level.

Note 2: The quantities shown are approximate estimates of the quantity of each work for the construction of forming a common basin for dredging.

1. Overview and approximate coordinates of the survey and dredging areas are given in Appendix I to Annex A.

2. Detail of dredging positions are in Appendix II to Annex A.

3. No portion of the finished dredging work shall be left above designed level higher than that indicated on the drawings. The fill and the depth shall start from, with slope 1:1 to basin and existing channel.

4. Contractor shall undertake capital dredging of new basin and open flow and maintenance dredging of existing channel & basin upto the including slopes to stipulated finished including Mobilisation, IN, O&M and demobilisation surveys. Contractor shall be responsible to arrange all survey equipment, software and platform at his own cost.

5. Contractor is bound not to disturb/damage any infrastructure during dredging work. Only dredging the material shall be removed. Contractor shall deploy suitable and proven dredging platform conforming capital and maintenance dredging requirements accordingly.

1. MEASUREMENT OF VOLUME TO BE DREDGED

d. The measurement for the volume to be dredged shall be determined through joint surveys as mentioned below. All the references / guidelines for hydrographic survey mentioned in Appendix III to Annex A shall be mutually agreed by the contractor and Employer's rep/ National Hydrographic Office (NHO) prior conduct of survey. Pre dredge/ IS Survey shall be conducted by the contractor jointly with NHO rep after commencement of dredging. All reports, formats shall be signed by the contractor, NHO rep, NIM (Omara) and countersigned by Dy HoP.

D. Pre dredge/ IS Survey. The contractor shall carryout a joint Bathymetric Survey (IS Survey) and processing in the presence of NHO representative. The results shall submit in the shape of report and formats jointly signed by the contractor, NIM (Omara), NHO survey rep and countersigned by Deputy Hydrographer of Pakistan (Dy HoP). This shall establish the start level after dredging/ commencement of work for achieving depth of 18m.

4. Interim Surveys. Interim surveys shall be required to ascertain the achievement of payment milestones by the contractor. A total of 05 X interim surveys (i.e. 10%, 20%, 30%, 40%, and 50% dredge volume as per IS survey calculation) including data processing and report finalization shall be carried out jointly by the contractor. Apart from this, contractor may carryout independent surveys to monitor the progress.

4. Post Dredge / OHT Survey. This survey shall be conducted jointly as per procedure of Pre dredge survey. Oht Survey shall be carried out jointly by the contractor, within 07 seven days of receipt of completion report by contractor. Thereafter, processing report and final sheet finalization shall be completed within 07 (Seven) days.

E. Should any shallow patch (depth less than the required designed depth) be discovered within dredging area during "Oht Survey", the Contractor shall be required to remove the same without any extra cost to the Employer prior demobilization of dredging plant (scares/platforms) from the site. A joint survey of the relevant localized area to ascertain removal of shallow patch shall be conducted.

F. Oht survey(s) shall submit with a Certificate (s) signed by the contractor, NIM (Omara), NHO rep and countersigned by Dy HoP and shall form the basis for handing/ taking over of complete dredging area.

| | | |
|----|----------------------------|--|
| 4. | <u>MOBILIZATION</u> | |
|----|----------------------------|--|

| | | |
|---|---|--|
| | <p>a. The Contractor shall be permitted a period of 08 weeks (02 month) from Contract Effective Date (CED) for mobilization/ placement of assets at ONM / security clearance of its personnel so that the dredging activity commence during non-monsoon period i.e. prior onset of monsoon.</p> <p>b. The Contractor shall remove the equipment material and personnel (needed to be moved by firm to the Employer's site. The contractor shall seek permission directly from PSC/EC/SCND in writing well in advance (Minimum 07 days) for every such movement.</p> <p>c. Contractor shall undertake security clearance of firm personnel prior mobilization of assets and personnel and shall inform the same to ONM /</p> | |
| <p>2. <u>COMMENCEMENT OF WORK</u></p> | <p>Mobilization shall be completed within the prescribed time after CED and actual survey and dredging works shall commence soon after the completion of the Mobilization (Milestone-1).</p> | |
| <p>3. <u>MATERIALS TO BE DREDGED</u></p> | <p>The Contractor shall make his own assessment of the quality and nature of the materials to be dredged and provide the most suitable and proven dredging plant (e.g. TSHD, CSDC, Backhoe, Grab, W/D, Auger, Drag flow, Plough etc.) (whichever used for similar works) to achieve the required depth. No liability shall rest upon the Employer in any respect, with regard to the accuracy of the information given on these terms in the specifications.</p> | |
| <p>4. <u>UNDERWATER DEBRIS</u></p> | <p>The Contractor shall make his own assessment w.r.t. removal of underwater debris, rocks, boulders, manholes, SFT during dredging operation. The contractor shall adopt necessary measures for removal of underwater obstructions without having any obligation on employer. In this regard, contractor shall undertake site investigation with no obligation on PSC/ Employer. All diving operations shall be carried out in accordance with health and safety regulations in force in Pakistan. All divers shall be experienced in the class of work to be undertaken and shall operate strictly in accordance with latest course of practice and regulations and be appropriately registered. Any incident during such activity will be the sole responsibility of the contractor.</p> | |

8. AVOIDANCE OF NUISANCE, POLLUTION AND HURTS etc.

h. In order to mitigate the impact of dredging on environment, it is mandatory for the Contractor that the dredged material should not be spread in the open road flats to avoid the situation in the main channel/basin of CMH alongside all our efforts to avoid the effects such as interference with shipping traffic, residual pollution, erosion of silt/clay, disturbance of flora and fauna.

i. Notwithstanding the requirements of individual parts of this specification, the Contractor shall be deemed to have allowed for and shall take the following points regarding the environmental effect of the project into account.

1. Suspended Solids

a. The Contractor shall at all times control the spread and consumption of air or water borne suspended solids generated as a result of his activities.

b. The Contractor shall liaise with the NEIM (Contract) Employer to monitor the effect of the dredging works on the water quality of the site area to ensure that statutory water quality values are complied with.

2. Waste Disposal

a. The Contractor shall at all times maintain the area of the Site (if treated and provided) under his control in a clean and tidy condition and shall provide appropriate and adequate facilities for the temporary storage of all waste products prior to their disposal, at their own cost.

b. The Contractor shall be responsible for the safe transportation and disposal of all wastes generated as a result of his activities. The disposal should be carried out in such a manner that it shall not harm the environment or human life. Where any third party is involved in the management of the wastes, the Contractor shall have no excuse but shall remain, and therefore to prevent, any mismanagement of the waste generated as a result of his activities.

c. The Contractor shall comply and meet all statutory requirements at their own cost.

3. Sewage Treatment

- a. The Contractor shall be responsible for the provision of adequate sanitary facilities for his workforce including sub-contractors.
- b. The Contractor shall not allow the discharge of any untreated sanitary wastes to ground-water, waters adjacent to the navigable channel and brackish sea or to sea.
- c. The Contractor shall liaise with the Engineer (NIMMO) on the issue of sewage disposal at their own cost so that water quality values are complied with.

(4) Obstructions

(a) Obstructions caused as an inevitable result of the dredging works in accordance with the contract shall be cleared away as soon as the dredging permits.

(b) The contractor shall keep the Employer indemnified against all claims arising from any such debris and pollution, and the price quoted shall be deemed to be inclusive of the same.

iii. STAGES

a. The scope of dredging services to be performed and successfully completed by the contractor to full satisfaction of Employer shall include but not limited to the stages/phases described herein:

1. **Phase 1: Mobilisation and Pre-Dredge IS Survey** Mobilisation shall comprise with the staking of all survey and dredging equipment at Orman (date verified and counter-signed by the NIM (Orman)). Thereafter, contractor shall complete a Joint IS Survey and data processing. The results shall constitute in the stage of report jointly signed by the contractor surveyor, survey logs of NHO and counter-signed by Dy Insp. This shall establish the mean levels prior dredging.

2. **Phase 2: Dredging and Interim Surveys** First interim survey shall be required to ascertain the effectiveness of 0.2M cubic meter (inter-material) of dredging work by the contractor. A total of 03 interim surveys (at 10%, 20%, 30%,

10%, and 80% achievement of total benthic dredge volume) including data processing and report finalization shall be carried out jointly.

3. **Phase 3: ODT Surveys** Upon completion of dredging works, ODT survey(s) of dredging areas) shall be carried out. Upon achieving desired dredged surface depth the contractor has to render a completion certificate. In case of any high point, w.r.t design depth, a localized joint bathymetric survey shall be conducted upon dredging of high points by contractor.

10. MATERIAL DISPOSAL

- a. **Disposal site-1** Offshore area dumping site is as Fig-5 Appendix I to Annex-A. During Pre-dredging' ODT survey, survey of offshore dumping site and dumping route shall be jointly carried out by the contractor. Also during post-dredging' ODT survey, dumping site and dumping route survey shall be carried out jointly for comparison and spillage of material on dumping route. Any spillage of material on dumping route or surrounding area of dredging site shall be covered by the contractor without any cost obligation on Employer. Further all material shall be disposed/ dumped in designated offshore dumping ground/area at sea.

- b. **Disposal site-2** If contractor require onshore dumping site for material disposal, same shall be provided by the Employer. Subject to approval of such request, construction and maintenance shall be the responsibility of the contractor. Contractor shall ensure that a level surface free of water should be available upon completion of dumping at onshore dumping site. Contractor shall ensure upon completion a level surface free of water should be handed over to NTHM (Kolkata). The bidding firm shall identify final dumping site in its proposal. However, under no circumstances offshore or onshore site shall affect/ risk the channel and basin depths.

c. All dredged material disposed shall be carried out to the designated offshore/onshore dumping area as specified by the Employer in the drawings placed at Appendix I to Annex A (Fig-4).

d. The contractor must take all reasonable steps to protect the environment at both disposal sites to limit damage/ nuisance to property from pollution and other impacts of dredging operation on existing PM infrastructure (including channel and basin).

e. The contractor shall provide environmental management plan for real time turbidity and water quality monitoring and measures (all curtains, geo-tech membranes, sheet piles and walls etc. at discharge points) to avoid siltation in surrounding area. Measures to avoid wave intrusion at disposal site-2 upon completion.

l. The contractor shall provide detailed material management plan, activities monitoring control and all response procedures/ measures.

m. The contractor shall be responsible for construction of bund/wall at dumping/disposal site-2 using appropriate means for isolating the dumping/disposal site area from surrounding water intrusion and environmental effect.

NOTE: No additional cost shall be paid by the Employer for construction of dumping site-2.

11. PROJECT ENGINEER ON BEHALF OF EMPLOYER

During the dredging project, NHD (Orissa) shall be the Engineer of the said project on behalf of the Employer for administrative activities. Detail of his responsibilities/ guidelines is given in Appendix IV to Annex A.

12. HYDROGRAPHIC SURVEY SERVICES

a. The contractor shall provide its service for all the surveys (DN, Interim and O&T) during the contract. All survey data shall be acquired as per hydrographic survey guidelines placed in Appendix III to Annex A. Following types of surveys shall be undertaken during the course of dredging at O&T by Contractor:

1. Pre Dredge/ DN Survey
2. O&T Interim Surveys
3. Post Dredge/ O&T Surveys

b. That to verifiability of the area all the digital or hard data gather by contractor shall be handed over to NHD at the end of the project. Moreover, Contractor shall render a certificate that it doesn't possess any type of site's mapping data (topography, bathymetry, photography, design etc.). Without the foregoing, no completion shall be provided for final payments.

13. SITUATION BETWEEN IN/OUT SURVEYS

Any situation in the dredging area between DN and O&T surveys during course of dredging works and upon the end of dredging works shall be on dredging contractor's account and to

additional payments in this regard shall be made by the Employer/PS.

14.

MANDATORY REQUIREMENTS FOR BIDDING FIRMS

- a. Contracting firms (including sub-contractors) if any, must not be Black-listed by Federal Govt. or Provincial Governments or Local Govt. or Autonomous / Semi-Autonomous Bodies controlled by Federal Govt. or Local Authorities or under PPA's Rules.
- b. During contract period, contractor shall not employ any crew or staff from India, Nepal or another country, locally absence of firm(s), all the crew and staff by PS authorities shall be mandatory.
- c. The contractor must employ a suitable dredger with minimum intake productivity of $\sim 12000m^3$ per day and capable to undertake capital dredging works or dredging the old suitable dredger for maintenance dredging of existing channel & basin.
- d. The contractor shall employ assets in a way to complete the project including surveys within stipulated timelines.
- e. Financial bid must be in Local Currency (PKR).
- f. BQ of the proposal shall include boiler price of all the platform, services, measures for environmental protection, etc. surveys, PDE, dredging investigation, etc information, better assessment.
- g. The following documents shall be submitted by the Contractor, as the minimum requirements, in accordance with the requirements of the Specification:
 1. Dredging and Placement Plan (DPP).
 2. Environmental Monitoring Plan (EMP).
 3. Proposed use of plant.
 4. Description of plant (type of dredger, basic dimensions and specification, suction and delivery pump diameters, booster pump station if any, hopper barge capacity, discharge system(s), power characteristics, etc).
 5. The workable conditions for each type of vessel (significant wave height/period, wind and current conditions).

(f) Compliance with the Employer's health and safety and environmental management.

15. **REGULATIONS OF STATUTORY AUTHORITIES & CUSTOMS**

a. Without limiting his obligations under the General Conditions of Contract the Contractor shall observe all regulations laid down by all Statutory Authorities.

b. The Contractor shall comply with all regulations imposed by the Customs authorities in respect of the passage of all imported Contractor's Equipment, Plant, Materials and vehicles and personnel through Customs barriers.

Annex 'B'

Indent No. 2598099

Dated: 09 Mar 26

HIRING OF MAINTENANCE & CAPITAL DREDGING SERVICES ORMARA NAVAL HARBOUR

| S.NO | GENERAL TERMS AND CONDITIONS | Contractor remarks |
|------|---|--------------------|
| 1. | <p>The dredging services shall cover;</p> <p>a. Maintenance dredging of existing CNH channel & basin.</p> <p>b. Capital dredging i.e. Ormara yard.</p> | |
| 2. | <p><u>DREDGING PRACTICES</u></p> <p>a. The firm shall provide all his services in accordance with internationally recommended best practices. All dredging plants involved during the dredging services shall comply with design and international standards.</p> <p>b. The firm shall inform the Employer (DP Navy) in writing all recommended dredging practices that he intends to adopt during the dredging service.</p> | |
| 3. | <p><u>PAYMENT & SCHEDULE OF PAYMENTS</u></p> <p><u>PAYMENT</u></p> <p>(1) Contract will be concluded in Pakistani Rupees. Payment to the Contractor will be released by CMA (DP) as per procedure in-vogue.</p> | |

SCHEDULE OF PAYMENTS

(1) 10 % advance payment against ABC

(2) **Completion of IS survey** (in presence of NDCP rep) after arrival of completion survey and dredging vessel/equipment of Contractor. up to 2% of BCP upon provision of firm's invoice and milestone completion certificate signed by employer rep.

(3) **Removal of 10% of estimated dredging material** from the area (based on joint Interim Survey results). 10% of BCP upon provision of firm's invoice and milestone completion certificate signed by employer rep.

(4) **Removal of 20% (10 % + 10%) of estimated dredging material** based on joint Interim Survey results. 10% of BCP upon provision of firm's invoice and milestone completion certificate signed by employer rep.

(5) **Removal of 30% (20 % + 10%) of estimated dredging material** based on joint Interim Survey results. 10% of BCP upon provision of firm's invoice and milestone completion certificate signed by employer rep.

(6) **Removal of 40% (30 % + 10%) of estimated dredging material** based on joint Interim Survey results. 10% of BCP upon provision of firm's invoice and milestone completion certificate signed by employer rep.

(7) **Removal of 50% (40 % + 10%) of estimated dredging material** based on joint Interim Survey results. 10% of BCP upon provision of firm's invoice and milestone completion certificate signed by employer rep.

(8) **Removal of 100% (80 % + 20%) of estimated dredging material** based on joint Interim Survey results, achieving required surface depths of 3m in existing channels and 1.5m in new basins (as indicated in relevant plan) in Appendix I to Annex A) based on Chd. Survey results. 20% of BCP upon provision of firm's invoice and milestone completion certificate signed by employer rep.

Note: INDCP/Interim surveys shall be undertaken during suitable weather. Completion certificate is placed at Appendix II to Annex B.

Ann-2: Contractor is to provide schedule of work (timeframe) in his proposal with completion of each milestone.

4. PERFORMANCE BANK GUARANTEE

a. The firm will furnish an irrevocable and un-conditional Performance Bank Guarantee upon signing of contract (CED) from a scheduled Pakistani bank for an amount equivalent 10% of the total value of the contract (on a judicial stamp paper) of appropriate value as per prescribed format.

b. If delivery period is extended, the CONTRACTOR shall arrange the extension of Bank Guarantee within 30 days after original delivery period to keep its validity always 90 days ahead of completion of project.

5. ADVANCE PERFORMANCE BANK GUARANTEE:

Advance Payment Bank Guarantee will be provided by the supplier in favour of CMA(DP) within 30 days after signing of contract to the Purchaser as per Annex B for the amount of Rs. _____ or equivalent in Pak Rupees, representing 20 % of the Contract Price through Pakistani scheduled bank. Advance Payment Bank Guarantee will remain valid for two months beyond issuance of CRV/RV.

5. COMPENSATION ON BREACH OF CONTRACT

If the contractor fails to render the contracted service or contract is cancelled either on contractor's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of contractor and causes loss to the EMPLOYER, contractor shall be liable to pay to the EMPLOYER a compensation for loss or inconvenience resulting from his default/breach or from the rescission of this contract. When such default/breach or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the Employer and shall be deposited by the contractor in Government of Pakistan currency in the currency of contract.

6. LIQUIDATED DAMAGES

Liquidated damages, if imposed, will be recovered upto maximum of 1% and not less than 1% (depending on the nature of the case as decided by Competent Purchase Officer) of the value of work/supplies/completed lot per month or a part of a month for the period exceeding the original delivery/completion period, subject to the provision that the total liquidated damages thus imposed will not exceed 30% of the total value including taxes/duties for the project.

7. RISK & EXPENSE (R/E)

a. In the event of failure on the part of the supplier to comply with the contractual obligations, the contract is liable to be cancelled at the risk and expense of the Contractor in accordance with DPV&I-37 (Revised 2024).

b. The employer shall be entitled to complete the project from elsewhere. In such a case the price difference (if any) over and above the Net value of this contract) will be paid by Contractor as a compensation i.e. Risk Purchase amount.

8. TIMEFRAME OF THE CONTRACT

The dredging of Omara channel and Basin shall be completed within following timeline:

a. Maintenance dredging of existing channel and basin is to be completed within 6 + 2 months (2 months for mobilization) after CED (T0).

b. Capital dredging of new basin is to be completed within 10 + 2 months (2 months for mobilization) after CED (T0).

9. INDEMNITY

Employer and Contractor shall indemnify each other against all claims arising in respect of injury to or death of any of their employees or any other person directly or indirectly employed for the performance of required works. However, such indemnity shall not apply to the extent that such injury or death is due to the negligence of person concerned.

10. PRICE VARIATION

Prices in the dredging services of this contract are firm and final. No price variation is allowed for this contract.

11. CONTRACT EFFECTIVE DATE (CED)

Contract Effective Date shall be the date of signing of contract by the contractor and Employer (DP (N)). CED will establish:

a. Signing of contract by both parties.

b. Endorsement by FA (Navy).

12. GENERAL PROVISIONS OF CONTRACT

- a. All works will be carried out under supervision of the Engineer (NEM) Central or his representative. Contractor is to provide all handling and loading equipment to Engineer (NEM) Central or his representative during loading and unloading.
- b. The Design DS, DS/1 cover to and from including DUB surveys will be carried out jointly, employing the skill, personnel and equipment of the Contractor. Where the firm concerned will bring along its survey vessel and associated equipment, Purchaser shall have no obligation associated with any damage to its survey vessel or equipment caused from activities undertaken by workers from any sub-contractor. Contractor will provide all the details of sub-contractors.
- c. Within 10 working days of the CEO, the Contractor shall submit detailed time schedules, loading requirements, arrangements and equipment details and other such details and schedule for works to the Engineer (NEM) for checking and approval. All schedules are to be revised from time to time according to the actual progress of the loading works with the proviso condition that the final approved schedule does not remain unchanged unless consent of time is awarded / approved by Employer.
- d. The Contractor shall employ sufficient competent numbers of his staff and work management to ensure the availability of loading works in strict satisfaction of the NEM.
- e. The Contractor shall not employ any other or staff from India, land of host country.
- f. If contractor requires any changes to a Subcontracting / subletting after the signing of the contract, then it can only be done with the consent of the Employer. However, the project completion period shall remain the same as per contract. Further, Contractor shall not be responsible for any dispute arising because the contractor and his sub-contractors including any claims lodged by a Sub-contractor.
- g. Employer has the right to accept the bid evaluation of a bidder or contractual percentage' contract without any qualification if the provided information for bidding is found incorrect.



h. Relevant parts clauses of all Appendices of Annex A and B will be made part of contract.

13. AWARD OF CONTRACT

a. Bidder of the successful Firm to fulfil its requirements stipulated in this tender shall be just prior to the conclusion of its contract. In the event of such award, the lowest money of the successful Firm shall be retained and will become payable to the Employer. The award that may be made to another Firm as the Employer may call for such award.

b. Pakistan Navy may opt to terminate the contract for either one section of the dredging (Construction or capital dredging) or the combined services of both construction and capital dredging.

c. The Employer reserves the absolute right to reject any or all tenders as per FPR's rule 11. The Employer will assume no responsibility of provide claims arising out of its connection with financing costs, whether of a Contractor or any other person involved in the tender.

14. DISPUTES & ARBITRATION

a. To resolve any dispute between the two parties (Employer and Contractor) an "Arbitration" Clause will be included in the contract as follows:

1. Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of disputes or any other, then each party may give written notice to the other party to refer the dispute(s) to final and binding arbitration as provided below.

(a) The dispute shall be referred to arbitration by two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law.

| | | |
|---|---|--|
| | <p>b. The venue of the arbitration shall be the place from where the contract is issued or such other place as the Employer at his discretion may determine.</p> <p>c. The arbitration award shall be final and binding on both the parties to the contract.</p> <p>d. In course of arbitration, the contract shall continue to be executed except that part which is under arbitration.</p> <p>e. All proceedings under this clause shall be conducted in English language and in writing.</p> | |
| <p>15. <u>COURT OF JURISDICTION</u></p> | <p>All disputes arising in connection with the contract shall be sorted out through mutual discussion. Unsettled issues may however be dealt with under the Laws of Pakistan. The Courts at Islamabad shall be the Courts of Jurisdiction for any dispute relating to contract of this tender for adjudication.</p> | |
| <p>16. <u>CONTRACT MODALITIES</u></p> | <p>a. During the currency of the contract, the Contractor shall do his best endeavor to complete the contract as per laid down schedule.</p> <p>b. The tender will be processed on <u>open tendering basis</u>. Bidding copies shall include detail of drawing plans, design materials, transport facility etc, survey platform and survey equipment. The bidders may include all costs of all taxes, mobilization, demobilization, fuel cost, all other consumable items, overhead charges, profit, maintenance, servicing and all other costs expenses and charges etc.</p> <p>c. No interim payment of any sort will be provided to contractor after first completed amount.</p> | |
| <p>17. <u>CERTIFICATE REQUIREMENT FROM BIDDERS</u></p> | <p>a. The bidders are required to furnish following certificates and/or</p> | |

documents of conformity to be eligible to bid for the dredging contract

1. The dredging service firm and JV partner shall provide necessary certifications as per Federal Govt. or Provincial Governments or Local Govt. or Autonomous / Semi-Autonomous bodies controlled by Federal Govt. or Local Authorities or under PPPA Rules in order to undertake contract in the field of specification.
2. The Contractor's certificate for compliance of 100% make specifications and whether any deviation to be clearly indicated in the offer will be provided at the time of bidding.
3. An affidavit to the effect of following:
 - a. That all documents / particulars information given with the bid are true.
 - b. That the Bidder has never indulged in corrupt, fraudulent or collusive practices for procuring contracts.
 - c. That the Bidder (including sub-contractors (if any)) is not presently involved nor has been in the past five years in litigation except those which are disclosed in bidding document.
 - d. That the Bidder has indicated and provided detail about all the dredging contracts which got delayed by contractor or his sub-contractor (s) during last 5 years.
 - e. That the Bidder and his sub-contractor (s) (if any) have never been black-listed by Federal Govt. or Provincial Governments or Local Govt. or Autonomous / Semi-Autonomous bodies controlled by Federal Govt. or Local Authorities or under PPPA Rules.
 - f. That the Bidder shall employ sufficient power and capacity dredgers (not older than 20 years) to ensure completion of dredging work (including lay-out) as stipulated timeline. In case of poor performance, the contractor shall bring additional dredging plant/men to complete the work as per the contract schedule at contractor's cost.
 - g. That the Bidder and his sub-contractor (s) (if any) will not employ any crew or staff from India and land in India's country at Naval Harbour.

h. That the Bidder must comply with penalties inherent to currency and crediting fields.

II. FINANCIAL PROPOSAL

a. The bidder/ supplier should include the price of all deliverables/services like Mobilization, Demobilization, Storage (ON/OFF) and Inactive, dredging including all taxes & Duties. For cable route and work dredging services to separately mentioned in financial quote.

b. The price in the Bill of Quantities (Sample is at Appendix III to Annex B) shall be the full inclusive price of the work including all costs and expenses which may be incurred in the work dredging project described together with all liabilities and obligations set forth or implied in the Contract. Where an item is left unpriced, it will be held that the Bidder has made due allowance for this in the rates and prices entered against other items. No claim for additional payment shall be allowed for any error or omission/omission by the Contractor of the work involved.

c. The rates and prices shall include, but not be limited by, the provision and operation of the following items, for compliance with the Conditions of the Contract and the Drawings:

1. All plant, vessel and equipment.
2. All laborers/workers, including recruitment.
3. All Contractor's accommodation, site office, welfare, food, maintenance workshop and storage facilities.
4. All necessary temporary services including fresh water, compressed air lines, electrical cabling and switchgear, telephone, mobile phone and satellite facilities.
5. All temporary housing, catering, lighting, sanitary accommodation, general welfare or appropriate welfare facilities and first aid provision.

6. All safety equipment (including safety boots)

7. All maintenance, security and office facilities

8. All materials, including fueling and transportation, installation/ erection, testing and commissioning

9. All temporary works

10. All navigation markers, buoys and lighting

11. Working by day and night as is customary for this type of work

12. All supervision and management

13. The provision from damage and making good any damage or making services of any description

14. The provision of existing port markers, buoys and lights

15. Any delay due to weather and any delay not authorized by the Employer

16. Obtaining of any necessary licenses

17. All taxes and duties including Sales Tax, General Tax, Import Duty, Customs Duty, etc.

18. All overheads and profit and every incidental and contingent costs and charges whatsoever

19. Allowance for complying with all environmental requirements.

NOTE: These items above shall include all associated mobilization, maintenance, de-mobilization and all necessary resources.

19. SAFETY MEASURES

a. The Contractor is to ensure that all the Naval ships' craft will use the channel and basin during the period of the dredging work. The Contractor's dredger, auxiliary craft and related buoys, pipes and net hinder the movement of these vessels. Any claim involved on account of disturbance of traffic by Employer or their any agency due to Contractor's negligence shall be the liability of Contractor and the same will be settled by the contractor at his own arrangement and cost.

b. To prevent collision of dredger, its operator with other craft, infrastructure, working light, anchor light and shapes shall be installed, provided and maintained by the contractor at night/day time to meet safety requirements as per International Rules of the Road and local port regulations. It will be the Contractor's exclusive responsibility to ensure that all movements are to be duly reported to NIM (O) well before time over radio network maintained by O&I harbour authorities.

c. The Contractor shall provide and maintain work environment and provisions, which will safeguard the public and Employer personnel, supplies, and equipment exposed to Contractor's operations and activities. Any damage to roads, jetties or infrastructure supporting infrastructure caused by contractor operation will be settled by the contractor at his own arrangement and cost.

20. SECURITY CLEARANCE

a. Potential Bidding firm or in case of sub-contractor, and firm has to take own and sub-contractor(s) (if any) security clearance certificate or NOC from Naval Intelligence department (NICKS). Depending upon situation, the Employer may award NOC authorization date. Employer has the right to cancel the contractual proceedings/ contract without any justification) with the firm and/or sub-contractor(s) found security wise unsuitable with special regard to the sensitivity of the work/area. Contractor shall submit certificate let of his suitability to NIM for security clearance formalities upon successful bidding.

b. Contractor may engage local sub-contractor(s) for timely execution of the project subject to prior permission of the Employer.

c. The Contractor shall submit (7 days) in advance the Employer's consent on general arrangements and equipment (along with full details of dredging plant, crew details including CNIC/Passport, nationality, security clearance) to be employed for the work.

d. Any person indicated by Employer as security wise not cleared shall be removed / replaced.

21.

SITE INFORMATION

a. As the project is related to capital & maintenance dredging, no new site survey details or SPT values will be provided by the Employer. However, the Contractor's attention is drawn to the field site investigation information (which covers complete dredging area) provided in the bid set as Appendix V to Annex A. Notwithstanding, contractor may carry out site investigation/soil tests under this Contract at his own cost and risk and without any obligation on Employer.

b. The Contractor will be deemed to have furnished himself at his own risk all the information, with all relevant Claims and tidal information relating to the site and with the prevailing weather, wave, current conditions and sufficient transportation experienced in the area.

c. Notwithstanding any statements, recommendations or conclusions made in the relevant reports, the Contractor is solely responsible for assessing all data and carrying out his own interpretations.

22. SERVICES PROVIDED BY EMPLOYER

PN on behalf of Employer may consider provision of following services to the Contractor upon availability:

- a. Basic camp facilities.
- b. Dredging as per schedule of SPM (O).

23. FOSSILS/COINS/ARTICLES OF VALUE OR ANTIQUITY

Fossils/coins/artifacts of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site be deemed to be the absolute property of the Employer and the Contractor shall take such reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, ascertain the Engineer of such discovery and carry out at the Engineer's instructions.

21. INTEGRITY PACT

This contract exceeding the price limit is required to be supported by Integrity pact as Form of Appendix I to Annex B which is to be signed by Employer and Contractor at the time of signing of contract.

22. OBLIGATIONS

a. The Contractor or Sub-Contractor(s) shall provide all necessary types of dredging plant, survey platform and auxiliary equipment suitable for the execution of the Works. The Contractor shall provide full details of the principal equipment(s) proposed in the List of Equipment, attached with his bid, explaining how the equipment will be utilized.

b. The Contractor shall remain responsible for any change in plant to satisfy any variation in the site conditions, which shall be done with prior approval and without any occasion to the programme of works or to the budget and with no cost to the Employer.

c. The contractor shall select type of Dredging Plant to be employed with due consideration to the soil conditions, hydraulic conditions and General conditions etc. at the site and no liability shall rest upon the Employer in any respect with regard to the accuracy of the information given in these items or its specification.

d. If at any time during the currency of the Contract, the Contractor should be unable to provide the dredgers and auxiliary equipment named in the List of Equipment, the Contractor shall without delay provide another dredger(s) to undertake the dredging work. The replacement dredger or auxiliary equipment must not, in the opinion of the Employer's rep, be inferior to the named dredger in either size, capacity, robustness, condition of repair or horsepower. This replacement dredger shall have the specific written approval of the Employer.

e. Any delay to the completion of the Contract, caused by a delay in the Contractor providing an approved replacement dredgers under this Sub-Clause will not entitle the

Contractor is an extension of time under the relevant clause in the Conditions of Contract.

- c. Dredging and material transporting equipment shall be fitted with a real time track plotting or other recording device, capable of providing and storing the location and plots of the vessel position during dredging and disposal dumping.
- d. The Contractor shall ensure that the closing flaps of all split barges/ dredgers and the doors and chains of hopper barges, pipes/ flanges/ connections/ joints used to convey dredged material are in good condition and that their closing flaps/ doors / flanges are kept closed when the barges/dredgers are in the dredging area or are conveying such material to the disposal site, so that no spillage or leakage of material results from the hopper/barges or pipes.
- e. No dumping of dredged material shall be carried out outside the designated on shore or off shore dumping site. Survey of the offshore designated dumping site (if required/used by contractor) will be carried out jointly during DS and ODT survey phase of project to monitor and confirm this practice.
- f. Dredging shall be carried out as per specification and reference highlighted in Annex - A and its Appendix-1. Anything found to be outside the specified references, re-dredging or filling with approved material as appropriate shall be carried out at the Contractor's own expense. However, filling will be done with the consent of Employer.
- g. The Contractor shall observe all national shipping and navigation rules and regulations.
- 44. The Contractor's or his Sub-Contractor's dredging vessels shall not cause any damage or disruption to the bottom infrastructure, services adjacent roads, piers, jetties or the seabed or passing across the navigable channels, wharves, piers etc. and they shall abide by all regulations and constraints imposed by the service agencies. Any damage or claim shall be settled by the Contractor.
- 45. Floating dredging plants shall display appropriate day and night signals, and the Contractor shall ensure that a look-out is kept at all times.
- 46. Existing buoys and beacons must not be damaged during dredging operations. Any damage to these shall immediately be reported to the Employer's rep/PM (Contractor), who will issue instructions about making good the damage, which shall be at the Contractor's own cost. However, buoys may be released to facilitate dredging operation prior dredging at contractor's expense.

p. The Contractor shall be held responsible for any damage or injury to shipping or craft of whatever description which may occur during the execution of the Contract through any act or omission or default of the Contractor or of any person in his employ or for whom he is responsible.

q. The Contractor or his sub-contractor (s) shall employ at least following Key Staff/Alternate Candidates having minimum of 5 years experience in relevant fields:

1. Project Manager
2. Dredging Superintendent/ Dredging Master
3. Chief Hydrographer / Hydrographer
4. Captain/Master Mariner
5. Geotech-Sub soil Engineer

26. SUBMITTING USE OF SUB-CONTRACTORS

a. The Contractor shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Contractor shall not, either transfer or assign the contract or any part thereof to any other firm or party without prior written permission of the Employer.

b. The Contractor shall be responsible for all Sub-Contractors and he shall ensure that their labour and equipment is in keeping with the high standards required.

c. In addition to his responsibilities for the supervision and administration of all sub-contracts allowed in accordance with the Conditions of Contract the Contractor shall arrange a programme with each subcontractor for the execution of specialist work to permit the Works to be completed within the stipulated time. Any such programme shall be subject to the approval of the Engineer / Engineer's Representative.

d. The Contractor shall allow subcontractors sufficient space and appropriate accommodation for the storage of materials and fabrication of work prior to being. The Contractor shall be responsible for the safe storage and condition of articles and goods provided by any specialist Subcontractor or supplier.

e. The contractor shall be responsible for all payment liability of any ~~of~~ sub-contractors.

27. FINANCE GUARANTEE

a. The parties shall not be held responsible for any delay occurring in supply

equipment due to event of Force Majeure such as of Civil War, Civil unrest/riots/Strikes, Lockouts, pandemic Act of Foreign/Local Governments and its agencies and disturbance directly affecting the parties over which events or circumstances the parties evoking has no control. In such an event the Supplier shall inform the EMPLOYER within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Unavailability of raw material for provision of dredging services, or of export permit for the equipment to use for provision of dredging services from the country of its origin, shall not constitute Force Majeure.

b. The Supplier shall use his best effort to avoid or remove such circumstances and continue fulfillment of obligations as soon as such circumstances removed/over.

c. If by reason of Force Majeure full or part of the dredging services to be delivered by the due date then the EMPLOYER may adopt following options with the prior approval of competent authority with or without notifying the Supplier.

(1) The delivery period may be extended appropriately for the Force Majeure duration as established.

(2) In case of indefinite duration of Force Majeure where the EMPLOYER is satisfied that contract is not likely to materialize may cancel the contract in consultation with MHAQ without financial implications and contractual obligations on either side.

(3) In case advance down payment(s) has been made to the Supplier then recovery of such amount must be assured by the government.

d. Agency shall through assistance of DGC or reimbursement by the Supplier before cancellation of the contract.

21.

FAILURE/TERMINATION

a. The Employer is entitled to terminate this Contract fully or partly if the Contractor commits a substantial breach of its obligations under the terms of this contract and fails to commence remedial actions within 15 (fifteen) days after receipt of written notice issued from the Employer's top Engineer/DEM/Contract.

b. The Employer is entitled to terminate this Contract fully or partly in any of the

Following events with prior notice:

(1) Insolvency, bankruptcy, dissolution or liquidation of the Contractor's failure to comply with his obligations according to Clause of Guarantee.

(2) Substantial delay in handing over of dredged area as per the stipulated schedule of the contract (excluding substantial delay periods). Substantial delay period shall have maximum limit of 4 weeks other than the grace period of two weeks. However, LD shall be applicable in the substantial delay period.

s. If the Employer terminates this Contract fully or partly according to above said reasons, the Contractor shall refund the payments according to dredging work completed till termination. The same will be determined by joint survey. If contractor, doesn't request to joint survey, call within 7 days of termination notice, the Employer itself shall undertake the survey with own equipment and shall determine the payment for the work done by the contractor.

d. If at any time during the currency of the contract, Employer decides to terminate the contract for any reason whatsoever other than for reasons of non-delivery he shall have right to do so by giving the contractor a registered notice to that effect. Should the Contractor fail to initiate proceedings in order to comply with the notice within 12 days from the date of serving of such notice, the Employer may forthwith terminate this Contract by notice in writing to the Contractor without prejudice to any rights of Employer. However, if contractor completes the work after the notice within stipulated time, entire cost of area awarded as dredging works shall be on Contractor's account.

e. Should the contractor fail to deliver dredging services in time as per terms of contract or fail to tender Bank Guarantee within the stipulated time period of any breach of the contract the Employer reserves the right to terminate/annul the contract fully on any such breach at the risk and expense (RL) of the contractor.

f. Within 10 (ten) calendar days, following the date on which the termination has

incoming activities, the Parties shall mutually agree in writing for the dredging work which is completed or partially completed.

29. FRAUD AND CORRUPTION

Offer or give or agree to give to any person in the service of the supplier any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, for being done or forbore to do any act in relation to the obtaining or execution of this Contract or for showing or forbearing to show favor or disfavour to any person in relation to this Contract. Enter into this or any other Contract with the supplier in connection with which commission has been or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made, particulars of any such commission and of any agreement for the payment thereof have been disclosed in writing to the supplier. Any breach of this clause by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) in relation to this contract shall entitle the supplier to recover from the Contractor the amount of any loss resulting from the breach of this clause. The Contractor certifies that no Agents commission or payments of this kind have been or will be made to any Party in account of this contract by the Contractor.

30. SECURITY NON DISCLOSURE AGREEMENT (NDA)

a. The Purchaser and the Contractor undertake and agree to exercise their best efforts to prevent any unauthorized person(s) from gaining access to drawing offices or workshops or other premises where the supplies are being designed, manufactured, constructed, stored and/or outfit.

b. As the Contractor and its Sub-Contractor(s) are the exclusive owners of the intellectual property rights' copy rights and industrial rights of any and all contractual designs, data, software, TDP, drawings etc., and since they possess all relevant rights therein, the Purchaser and the Contractor undertake and agree to prevent such designs, data, software, drawings, TDP, etc. as well as copies thereof from falling into the hands of representatives of any other foreign power or competitor of the Contractor or its Sub-Contractor(s) and Purchaser or any other unauthorized Party or person.

c. The above provisions shall, however, not be construed as any restriction whatsoever of the Purchaser's/ Shipyard's application and use of such drawings and TDP for any purpose in accordance with this Contract.

d. The secrecy obligations above are supplementary to those contained in any agreement between the Pakistan Navy on behalf of the Purchaser, whereby the obligations pursuant to above shall be subject to the Pakistan law regarding the custody and protection of classified matter.

e. It is the Contractor's responsibility to ensure that all such information is protected in accordance with the protective markings assigned by the Purchaser, if in any case this become essential with regards to this Contract to disclose the information classified as Confidential or above to Sub-Contractors (SCMs), approval must be sought from the Purchaser.

f. The Contractor undertakes to prevent any unauthorized visit to the platform(s) being constructed/ upgraded, and/or systems/equipment being manufactured / developed for the Purchaser to ensure confidentiality of the information concerning this project. No unauthorized Party or person may be allowed onboard during its construction/ upgrade and qualification tests.

g. The terms of this Contract are 'CONFIDENTIAL' and each Party agrees not to disclose them to any Third Party except as may be necessary for the performance of this Contract which includes its professional advisors and as also may be required.

h. The Contractor undertakes as per Annex-F that any information about the sale/purchase of the goods / stores under this contract shall not be communicated to any person/organization / agency other than the manufacturer of the stores/ equipment/ material or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account will be punishable under Official Secrets Act-1923 of Pakistan and may lead to legal action against the Contractor in addition to termination of the contract at the risk and expense of the Contractor.

i. Non-disclosure agreement is in Appendix IV to Annex B and shall be signed by the successful bidding firms.

21. LIST OF MAJOR EQUIPMENT – RELATED ITEMS

1. The Bidder shall provide a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged or lease by him in carry out the Works. The information shall include make, year, capacity, and estimated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.

2. The general detail of all shipping and service equipment, to be given in the form of bills of Appendix V to Annex B, where an individual detail of design/ equipment/ gear/ gear/ barges/ boats shall be provided by the contractor using specific form at Appendix V to Annex B.

22. COMPLETION OF LOGS FOR EMPLOYER

The Contractor shall be responsible for maintaining records of all plant and materials on site, in order to fully satisfy the Engineer, who may inspect the Works at any time. The Contractor shall complete the records in a book provided by the Employer. The Contractor shall maintain the records daily, and shall make this available for inspection and signing by the Engineer at weekly intervals. The schedules are to be completed by the Contractor on a daily basis and returned to the Engineer within 24 hours for checking and approval. These records will enter in the measurement and payment for the Works and must be available for examination by any technical examiner or auditor. The records shall contain information on the following, in a format to be agreed with the Employer:

- (a) Daily work log (with proper time log for commencement and stoppage of work).
- (b) Maintenance log (shortcomings due to machinery breakdowns).
- (c) Wages.
- (d) Equipment/ Plant / Barges/ Vessels used.
- (e) Labour (Skilled or unskilled) used.

23. BIDDING PROCEDURE

The tender shall be invited on Open Tendering Basis using Single Stage Two Envelope Bidding procedure.

The tender shall be opened in Open Tendering Basis using High Seal Two Envelope Bidding procedure.

34. AMENDMENT IN CONTRACT

Amendment in the contract if required shall be processed by Purchaser after mutual agreement of both parties i.e. Purchaser & Supplier and formally issued through amendment in the contract/completion.

35. AUDITED FINANCIAL STATEMENT

Firm is to provide audited financial statement of last 3 to 5 years.

36. PREVIOUS ONGOING CONTRACTS

Firm is to provide details of ongoing projects completed during last 3-5 years alongwith stipulated timeline.



GENERAL COORDINATES OF SURVEYED AREAS IN SURVEYED SURVEYS

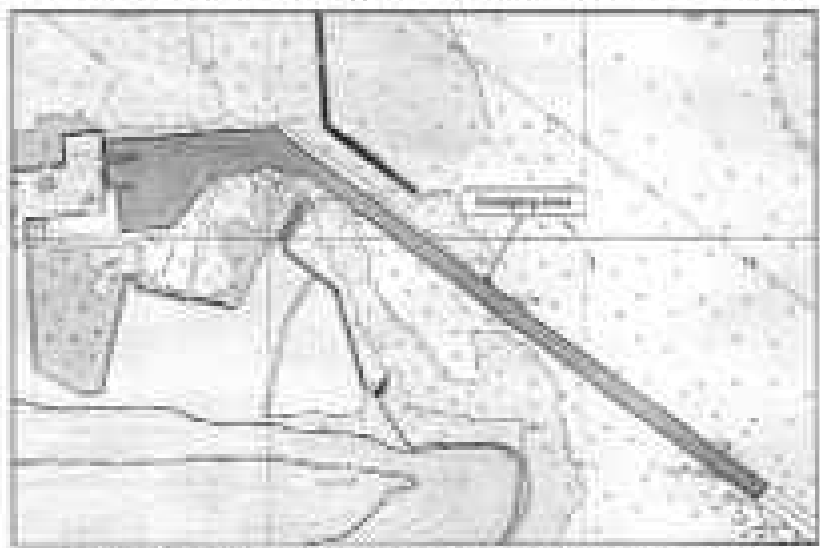


Fig - 1 Maintenance Dredging site OAH Existing Channel and Basin

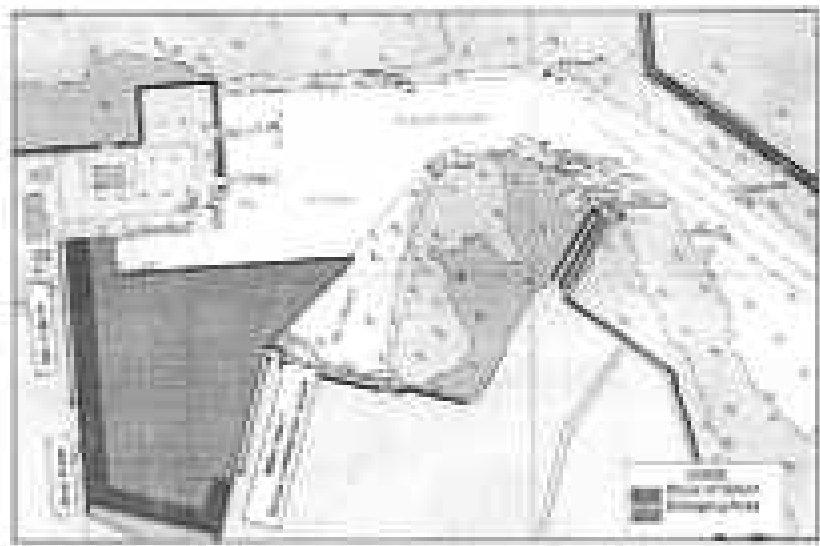


Fig - 2a Capital Dredging site New Basin area



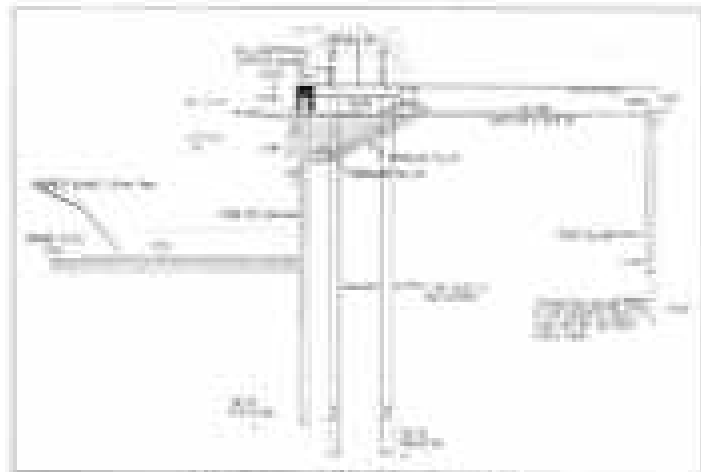


Fig. 2 Back Shed Instrument Valve

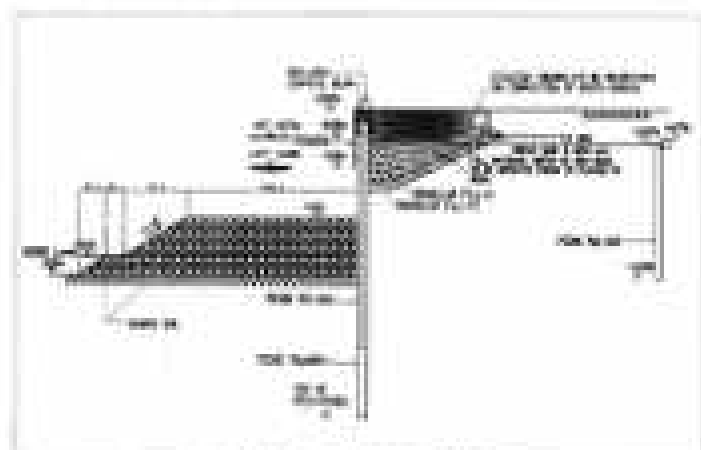


Fig. 3 Front Shed Instrument Valve



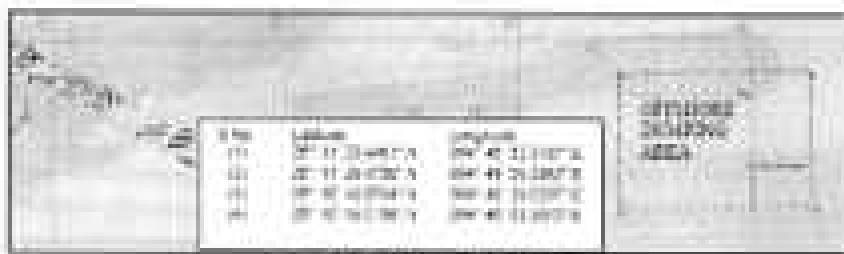


Fig - 4 Disposal Site-7 Layout

ii. COORDINATE OF DISPOSAL SITE-7

| S No. | Latitude | Longitude |
|-------|--------------------|---------------------|
| 11 | 25° 17' 23.4617" N | 104° 40' 21.1071" E |
| 12 | 25° 17' 23.3720" N | 104° 40' 21.2847" E |
| 13 | 25° 17' 23.2824" N | 104° 40' 21.4623" E |
| 14 | 25° 17' 23.1927" N | 104° 40' 21.6399" E |

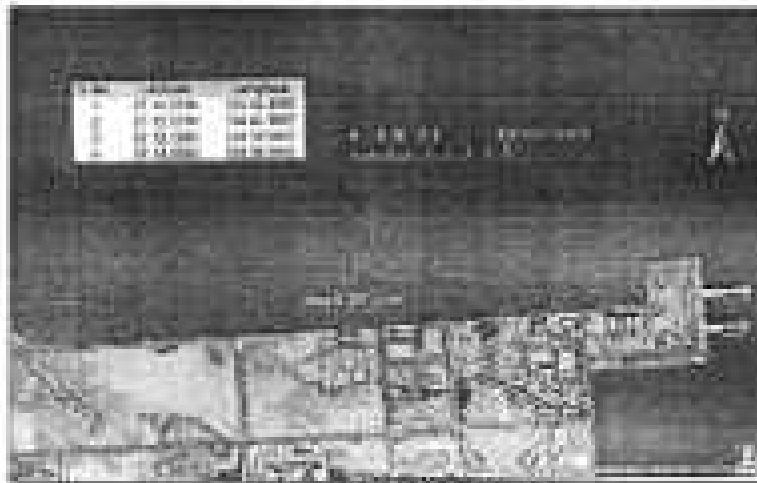


Fig - 5 Disposal Site-8 Layout

iii. COORDINATE OF DISPOSAL SITE-8

| S No. | Latitude | Longitude |
|-------|--------------------|---------------------|
| 15 | 25° 12' 52.251" N | 104° 40' 30.101" E |
| 16 | 25° 12' 52.1614" N | 104° 40' 30.2786" E |
| 17 | 25° 12' 52.0718" N | 104° 40' 30.4562" E |
| 18 | 25° 12' 51.9821" N | 104° 40' 30.6338" E |



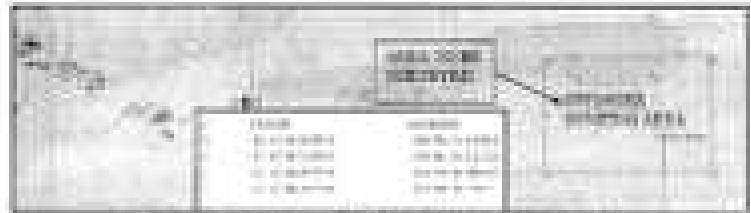


Fig - 6 Survey conducted within dumping area

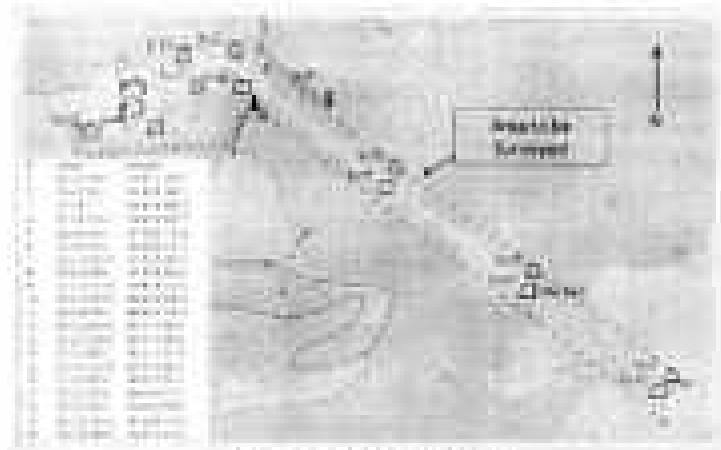


Fig - 7 Survey conducted



APPENDIX II TO ANNEX - A

DREDGING GUIDELINES

GENERAL

1. Conditions of Contract providing these technical specifications contain provisions and requirements, essential to these specifications and apply to this Section, whether or not referred to herein.

SCOPE OF CAPITAL DREDGING

2. The drawings highlighted in Appendix I to Annex A define the extent of dredging and areas to be dredged and the dredging/ disposal area. This section includes dredging of reach area for capital dredging.
3. For the dredging area, the dredging profile is the surface defined by the lines, levels and slopes shown on the Drawings in Fig-1 & 1a of Appendix I to Annex A, above which no silted material regardless of type or nature protrudes at the time of the final NMI survey under the contract, should exist.

SITE INFORMATION

4. Capital and maintenance dredging project requires no additional site investigation or NMI values determination by the Employer. However, the Contractor's attention is drawn to the site condition information referred in the Contract and the requirement herein to carry out additional site investigations surveys, if desired under the Contract, **without any obligation on Employer.**
5. The Contractor will be deemed to have familiarised himself at his own with all the information, with all relevant publications and Charts including tidal information relating to the site, weather, wave, current conditions and sediment transportation prevailing in the area.
6. The Contractor shall make his own assessment of the quality and nature of the materials to be dredged and employ the **most suitable dredging plant (dredger)** to achieve the required depth profiles in the stipulated time. No liability shall rest upon the Employer and the Engineer (NMI/O) in any respect, with regard to the accuracy of the information given in these items in the specifications.
7. Notwithstanding any statements, recommendations or conclusions mentioned above, the Contractor is solely responsible

for assessing all data and carrying out his own interpretations.

GENERAL PROVISIONS

8. Except where otherwise permitted by Employer, all works shall be carried out under the supervision of the Engineer/ Employer representative.
9. The Contractor shall obtain in advance the Employer's approval on general arrangements and equipment to be employed for the Works.
10. Naval ships' crafts and other PN Dredgers will use the channel and basin during the period of the dredging works. The Contractor's dredgers and their auxiliary craft and related barge shall not hinder the movement of PN vessels. Through movement of PN vessels will be generally informed issued issued by NIM (Ontario).
11. To prevent collisions of dredger in operation with other ships' crafts; working lights, anchor lights, shapes or flags where applicable shall be installed, provided and maintained by the Contractor at night time and during day time to meet safety requirements as per International rules.
12. In case, the Contractor use dredging plant(s) or dredger(s) whose mooring/ positioning require dropping of anchors in its vicinity, the contractor shall ensure that these anchors do not become Navigational Hazard and are duly marked for day and night.

METHOD OF DREDGING

13. The method of dredging shall be to the approval of the Dy. Staff and the area shall be dredged to the designed depths, width and slopes shown on the Drawings or as may be directed. Best practice shall be employed to reduce the loss or suspension of fines arising from dredging and placement operations. For dredging materials, the Contractor shall use his best endeavors to fully utilize the capabilities of the dredging equipment. This will include multiple passes and repositioning of the dredger to maximize its productive capabilities. In case dredging is not being executed as per approved plans, Engineer / Engineer's Representative may instruct to stop such dredging and no payment will be made for this type of dredging, nor any other matters arising as a consequence of such instruction to stop. The Contractor shall immediately notify the dredging works and methods, for approval by Dy Staff before commencing. Any delay to the completion of the Contract caused by an instruction under this Sub-Clause will not entitle the Contractor to an extension of time under the relevant clause in the Conditions of Contract.

SIDE SLOPES

14. When side slopes have to be formed as part of the Works, they shall be executed to the lines and levels shown on the Drawings and dimensions given in the Specifications. The Contractor shall be fully responsible for ensuring that his method of forming the slopes does not result in any instability either in the short or long term. The Contractor shall submit his proposals for forming the side slopes to the Dn. Staff for approval.

OBSTRUCTIONS INCLUDING MINEFIELDS

15. No guarantee is given that the dredging areas are free from underwater obstructions, mines, explosives or other mines of any way. Non-geological materials only will be regarded as obstructions. The removal of obstructions by normal dredging will not be paid for. The Contractor's price shall be deemed to include the cost of locating underwater structures, installations, or obstructions that may exist in the areas where dredging operations are to take place. The price shall also include all costs involved in taking every precautionary measure to avoid damage to any underwater installation, such as pipelines, cables, sewerage or drainage pipes etc. The Employer shall not be held responsible for any damage to underwater installations due to the Contractor's failure to take the necessary measures or precautions, or for any damage to the Contractor's plant and equipment due to any underwater obstruction.

DREDGING IN HARD MATERIAL

16. Where dredging is necessary in hard material, the Contractor's attention is drawn to the ground conditions information provided separately and that he shall form, from his own experience, opinion and interpretation of the character of the materials to be dredged and he will be entirely responsible for choosing and providing suitable plant and equipment of adequate capacity / power, capable for the proper execution of the dredging works. If the contractor desires to carry out additional testing, he may do so at his own cost prior to tendering.

17. Notwithstanding any information provided in these specifications, the contractor's cost per cubic meter (rates) for dredging work shall include the cost of dredging, removal and disposal of all types of materials.

DREDGING PARAMETERS AND TOLERANCES

17. Where the final surface of dredging is found to be outside the specified tolerances (regardless of the material), re-dredging or filling with approved material as appropriate shall be carried out at the Contractor's own expense unless specifically directed otherwise.

18. The total quantity payable is the sum for existing channels/ basins and depth of 0.7m for new basin areas along with slopes defined in this contract. Non-payable quantities are:

a. Any dredging below the design level.

b. Any unauthorized dredging.

19. Any situation in the dredging area between DS and DCT surveys during course of capital dredging works and upon the end of dredging works will be on dredging contractor's account and no additional payments in this regard will be made.

20. In case there are high spots above design level, the Contractor will remove these spots prior demobilization of his assets. Removal of high spots will be administered by O&T Survey of this limited area.

POSITIONING FOR DREDGING WORKS

21. The contractor shall arrange, provide and maintain his own electronic positioning/ charting system giving the position accuracy not less than 2 meters (2 Sigma Value) as per Accuracy Standard as cover the entire areas of the Site for Dredging and for positioning of the dredger during the period of dredging works.

DUMPING AREAS

22. The dredged material shall be transported by the contractor to and placed in the dumping areas or site designated by Employer for this purpose. No dumping shall be done outside the prescribed areas and sites as under:

a. **Dumping Site 1:** Area coordinates of dumping site are as under:

| S No | Latitude | Longitude |
|------|--------------------------------|---------------------------------|
| 1. | 25 ⁰ 11' 28.8451" N | 664 ⁰ 46' 52.8787" E |
| 2. | 25 ⁰ 11' 29.3700" N | 664 ⁰ 48' 29.2952" E |
| 3. | 25 ⁰ 10' 19.8794" N | 664 ⁰ 48' 29.0207" E |
| 4. | 25 ⁰ 10' 19.2188" N | 664 ⁰ 46' 53.3670" E |

h. Dumped Soil-2. Area coordinates of dumping site are as under. In case contractor employs a dredger that requires on-barge dumping, however, construction and maintenance of pond, embankment at shore dumping site will be the responsibility of contractor at his own expense.

| S.No. | Latitude | Longitude |
|-------|--------------------------|---------------------------|
| 45 | 25 ^o 12.20' N | 064 ^o 41.15' E |
| 46 | 25 ^o 12.20' N | 064 ^o 41.25' E |
| 47 | 22 ^o 12.15' N | 064 ^o 41.24' E |
| 48 | 22 ^o 12.50' N | 064 ^o 39.18' E |

17. The Contractor shall submit the description of the sensitive methodology along with its bidding proposal. Any dumping method other than disposed this will require explicit approval.

MEASUREMENT OF DREDGING PROGRESS

18. The dredging progress will be measured through an open channel section. All the reference + soundings for hydrographic survey mentioned in Appendix IV to Annex A are to be mutually agreed by the Contractor and Employer (for control of surveys). All the surveys will be conducted solely by the contractor and National Hydrographic Office representative using Contractor's equipment and resources. However, all other surveys (tide gauge, depth beam, waterline and water-level profiling etc) for assessment of dredging works from area, water-level monitoring equipment or for in-lake program monitoring shall be the Contractor responsibility and use his own equipment and resources.

a. Pre-dredge IS Survey. This will be conducted using Single beam Echo sounding technique and will establish the near-level pre-dredging.

b. Interim Surveys. 04 (four) time surveys will be required to ascertain the dredging progress for payment releases. These will be undertaken upon completion of required volume.

c. Post Dredge / DDT Surveys. This survey will be conducted jointly as per provision of Pre-dredge survey. "DDT survey" will have the task for completion of initial dredging and the dredging/working over of Channel and basin (per

completion of dredging by contractor firm. In addition to Single Beam bathymetric surveys, Multibeam bathymetric surveys shall be conducted by contractor after GUT survey for reduction of high points between the dredging lines. Should any part of the area be found to be under-dredged or over-dredged, the Contractor shall re-dredge the area until the minimum have been achieved. No additional payment will be made for extra surveys or for any re-dredging required.

25. One Survey of bathymetric surveys of the dredged area will be carried out jointly by the contractor and National Hydrographic Office (NHO) within seven working days of receipt of acceptance report by contractor. After joint survey, reviewing and report finalisation is to be completed within 07 (Seven) working days.

CONTRACTOR'S DREDGING PLANT, DREDGERS, OBLIGATION

26. The Contractor shall provide all necessary types of dredging plant, dredgers and auxiliary equipment suitable for timely execution and completion of the works. The Contractor shall provide full detail of the principal items of plant/ dredgers proposed in the List of Equipment with its Bids, explaining the dredging capacity details including productivity, ton-hours and how the equipment will be utilized. Financial proposal (i.e.) to include of all the service charges and breakdown of the same shall be provided in the financial proposal.
27. The Contractor shall be responsible for the selection of plant/ dredgers suitable for working in the ground conditions of the working site and in the prevailing weather conditions of the site of works. The Contractor shall further be responsible for any change in dredging plant to satisfy dredging production or any variation in the site conditions, which shall be done with the prior approval of NHO and without any extension to the programme of works or to the Contract Price.
28. It is the responsibility of the Contractor to decide upon the exact and type of Dredging (Plant/ dredgers) to be employed with due consideration to the soil conditions, hydraulic conditions, etc. abnormal conditions etc. at the site and its liability shall not upon the Employer in any respect. The Contractor shall be solely responsible for the suitability of dredging plant/ dredgers, machinery, tools and equipment used for fulfillment of the contract whether such means are or may not be recommended by the Employer.
29. The Contractor shall at all times allow the Engineer (NHO) to have access to all dredging plant, and auxiliary equipment for the purpose of carrying out inspections.
30. If at any time during the currency of the Contract, the Contractor should be unable to provide the dredgers and auxiliary equipment named in the List of Equipment, the Contractor shall without delay provide another dredgers to undertake the dredging work. The replacement dredger or auxiliary equipment shall be, in the opinion of the Employer's rep, be inferior to the named dredger in either size, capacity, production, condition of repair or maintenance. This replacement dredger shall have the specific written approval of the Employer.
31. Any delay to the completion of the Contract, caused by a delay to the Contractor providing an approved replacement dredgers under this Sub-Clause will not entitle the Contractor to an extension of time under the relevant clause in the Conditions of Contract.

32. All dredging and material transporting equipment shall be fitted with an approved real time track plotting or other recording device, capable of providing the location and plots of the vessels position during dredging and disposal.

SPILLAGE & SILTATION

33. The Contractor shall ensure that the closing faces of all gate barges and the doors of hopper barges/ tanks or pipe lines used to transport dredged material, are in good repair and that such closing faces, doors and connecting pipes/flange are kept closed so that no spillage or leakage of material results from the design plan or dumping plant / equipment.
34. In case siltation of dredging areas due to dredging or dewatering operations occurs during the currency of the Contract, the Contractor shall change his method of operations to prevent further siltation. The Contractor shall also remove any such siltation from the navigable areas as soon as possible, such that the depths are returned to their value at the start of the Contract and normal vessel movements within the navigable areas are not affected.
35. Any siltation which has occurred in the surrounding areas since the initial survey shall be removed and disposed off by the Contractor at dredging site by Employer at Contractor's cost. Surveys of these areas may be performed at immediate times during the course of the Contract as decided by Employer. Moreover, employer representative may board contractor's dredger as an observer.

NAVIGATIONAL REQUIREMENTS

36. The Contractor shall observe all national shipping and navigation codes and regulations. Dredging plan/ dredger(s) shall display appropriate day and night signals, and the Contractor shall ensure that a lookout is kept at all times. Constant (two-way) communication for movement of vessel or barge is to be maintained with NIM (08).
37. The Contractor's dredging vessels shall not cause any damage or disruption to the services on the seabed or passing across the navigable channels and they shall abide by all regulations and conditions imposed by the services agencies. Any damage or claim shall be settled by the Contractor.
38. The Contractor shall conduct his operations so as not to obstruct the marine traffic in the area. He shall keep NIM (08) informed about all planned and on-going activities, and he shall comply with the general requirements of the Harbour Authorities regarding traffic in the area.
39. The Contractor shall cease dredging and move his dredger or other floating equipment when requested through communication channel.

40. Existing barge and busses may not be damaged. Any damage to these shall immediately be reported to NDMCO, who will issue instructions about making good the damage, which shall be at the Contractor's own cost. Any requirement for temporary relocation of damaged barge bays will be met by the Contractor at his expense with written approval of NDMCO.

ANCHORS & MOORINGS

41. All anchor moorings used by the Contractor shall mark the positions of anchors and any mooring equipment with floating buoys or by other approved means. Anchor wires shall not obstruct navigable channels' basin.

MAINTENANCE OF RECORDS

42. The Contractor shall maintain on all vessels used in the dredging operations a record written in English of the times of loading and deposition of dredged material, fuel consumption and a record with timing, of any occurrence or eventuality which has a significant bearing on the progress of the Contract. These records shall be available for inspection by the Employer's representative (i.e. NDMCO) at all times and if required, copies of specified parts of these records shall be provided.
43. Records of the nature of material dredged and position of machines if any dredged pipe work, water velocity through the suction pipes and material content, including water, fuel consumption, production and non-production hours shall be maintained in English. These records shall include daily work done, the work, plotting equipment and identify the site where material was deposited / dredged etc.
44. The contractor has to record and provide following information above, on progress of dredging, daily signed by dredging Incharge (if authorized) to NHD and Engineer (i.e. NDMCO) at the end of each day. The information must contain:
- Start and stop time of dredging.
 - Dredging Time for each Run (if applicable).
 - Dredge volume for each day along with method of calculation.
 - Reasons of delays to continue works, (if any).

- e. Environmental discrepancy/ monitoring log.

REMOVAL OF FLOATING DEBRIS

- 45. Floating debris within the Site arising from any source shall be collected and disposed off by the Contractor at regular agreed intervals. Floating debris shall be prevented from dispersing outside the Site.

SWEEP OF DREDGED AREA

- 46. Upon completion of dredging work, Contractor shall sweep the dredged area to ensure that design depth and edge lines have been obtained in accordance with the contract. The Contractor shall re-dredge the dredged area at any place, where the specified requirement of depth and edge lines is not met. However, once bottom is loaded over and accepted by the Employer, no responsibility will accrue to the Contractor for re-dredging etc. Objection if any has to be reported to the Contractor within a maximum period of 10 (Ten) days of the submission of plans and drawings of the workstage order taken jointly.

DREDGED VOLUME CALCULATIONS

- 47. Dredge volume calculations will be done on Hypack software. All sensors calibration will be undertaken prior and after the survey and same will be recorded and jointly signed by Contractor and the Employer's rep. Survey will be repeated in case of discrepancy in calibration and results.

SURVEY OF DUMPING SITE AND DUMPING ROUTE

- 48. No dumping of dredged material shall be carried out outside the designated dumping sites. Before the start of dredging works, survey of surrounding areas as depicted in Appendix II to Annex A (Fig 1.4) of channel, basin, dumping route (known, offshore dumping area (if existent) and its surrounding area of INM, will be carried out during IN survey and OUT survey, in order to monitor situation/spillage of material in these designated areas.
- 49. Surrounding areas of channel, basin, final use dumping site and dumping route survey will be jointly carried out by the National Hydrographic Office (NHO) rep and the contractor for comparison and spillage of material on dumping route. Any spillage of material on dumping route or surrounding area of dredging site will be removed by the contractor without any cost obligation on employer.

BRIDGING PARAMETERS AND TOLERANCES

47. Bridging parameters and tolerances are given below:

| No | Description | | Vertical Tolerance (in meters) | |
|----|-------------|---|--------------------------------|-------|
| 4 | Foundation | New Pier | ±0 | ±0.2m |
| | | Existing Pier | | |
| | | Existing Channel | | |
| | Slopes | Jetty | ±0 | |
| | | New Pier/ Existing Pier and Channel | ±0 | |

Note:

1. Tolerances measured vertically with the positive values reflecting elevation above the design level
2. Tolerances below surface depth of 10m and less as designed for a particular area will not be payable

PILOTTAGE & DREDGING MONITORING HYDROGRAPHIC SURVEYS

GENERAL

1. Technical Specifications for Pilot/Pilot & Dredging monitoring (including specific provisions and requirements) essential for Hydrographic Surveys, and apply to this contract, whether or not related thereto.

SCOPE OF SURVEY WORK

2. Hydrographic surveying of dredging areas shall include light transmission Single Beam Hydrographic surveys (SBS) which surveys shall be conducted after OBT surveys for indication of high points between the existing (and, if available) modifications, tidal elevations and location of the gauges, etc. for check, record etc.

OWNER

3. Services will be the Engineer for the Capital Dredging Project of Orange Beach Harbour (OSOH) for administrative activities. However, technical responsibility of the dredging project will rest with SMO.

SURVEY RESPONSIBILITY

4. Survey and Charting equipment software for dredging monitoring surveys (TN, Interim and OBT) will be from the Contractor. However, the Contractor shall provide suitable survey equipment, boats, crew, material and other associated equipment for conducting single beam Multi-beam hydrography including Side Scan Surveys for his own account and they to pay program monitoring. Employer shall not provide or facilitate any such requirements of contractor. Contractor shall notify the Employer 15 days in advance prior TN Survey. Joint Interim Surveys and OBT Survey(s) requirements. Responsibility for dredging monitoring surveys are as follows:

- a. All surveys and associated work will be carried out using in presence of authorized reps of respective. Under contract arrangement.
- b. All survey equipment and project parameters, sound velocity profiles, current equipment status, Puck test results, the Clarke results, Draught Measurements, Tide readings and other data records (raw and processed) shall be signed by participating reps of Employer and contractor on daily basis during the surveys.

- d. Any observation is to be recorded and to be documented to all concerned authorities (i.e. Employer, NIMBHO or its authorized Rep. SHO and Contractor) during the survey.
- d. All survey data will be jointly processed at Hydrac Software at Employer site. Processed data and the chart shall be signed by authorized hydrographic surveyor representative of Employer and Contractor. Survey report will be submitted to the Staff within 10 days of survey completion.
- e. Only 2% Survey and the Survey will be repeated in case of result beyond acceptable standards as specified. Other than 2% and 10% survey, repetition of survey will be sole liability of the Employer (i.e. NIMBHO).
- f. The Contractor shall, at his own expense, carry out all the necessary surveys, calculations, measurements and setting out of the Works and shall be also prepare, engage, qualified and experienced hydrographers whose names and qualifications shall be submitted to the Employer. The Surveyor shall be selected having appropriate experience (Annex B, Sub-part 1.4(f)) and as far as possible, the same person shall be provided throughout the Contract period.
- g. Before starting setting out, Contractor shall determine the coordinates and levels values for any existing buildings or benchmarks.
- h. All survey data (digital or hard copy) will be the property of Employer and shall remain in sole custody of NIMBHO. Employer's Site upon completion of dredging process. Contractor may request the survey data for checking orientation and movement during the phase of dredging operations. All data will be sole property of PM and will be handed over to National Hydrographic Office (NHO) by Contractor upon completion of Dredging. Contractor will be liable for unauthorized disclosure, copying or misuse of survey data from dredging system during project duration or afterwards.

SURVEY PARAMETERS

1. Following survey parameters shall be used:

| S.N. | ATTRIBUTE | PARAMETERS/VALUES |
|------|-----------------------------|-------------------|
| a. | System | WGS-84 |
| b. | Horizontal Axis | 6381374m |
| c. | Vertical axis of flattening | 24879729563 |

| | | |
|----|-------------------|---------------------|
| d. | Projection: | UTM (Zone 11 North) |
| e. | Latitude Origin: | 0° N |
| f. | Longitude Origin: | 91° E |
| g. | False Easting: | 100,000 |
| h. | False Northing: | 0 |
| j. | Scale factor: | 0.9996 |

SINGLE BEAM BATHYMETRY SURVEYS

6. Following guidelines are to be followed for survey field data collection and file sheet production:

- a. Single beam line spacing not more than 5m apart for IN and OTC surveys, unless otherwise directed based on the survey area.
- b. Cross lines are to be run at least 4 x times of the line spacing set for the survey. Dredger or its rep from National Hydrographic Office (NHO) may decrease width of cross lines in the OPH channel and basin. Moreover, cross check stations (point of intersection of main survey lines and cross lines) are to be generated and analysis are to be made part of the survey report.
- c. Fair marks are to be placed on 1:1000 scale. The density of soundings on sounding sheet along the line is to be about three per centimeter or as mutually agreed by both parties at start of IN survey and same will be used in all subsequent surveys.
- d. In the vicinity of piers or wharves, lines are to be run parallel to the line of the berths at 2 and 5 m distance from them.
- e. Depth alongside piers is to be verified by means of lead line.
- f. No marks other than specified survey line spacing are to be left in the dredging area during main survey.

g. No bathymetric surveying shall be undertaken where the wave heights exceed $H_s = 0.2m$, without a heave compensator being fitted to the recording instrument. No surveying shall be undertaken where wave heights exceed $H_s = 0.7m$.

h. OBT survey(s) shall be carried out in a similar manner and accuracy to the DN surveys. Post-dredged survey shall also include area either side/around of dredging area (Appendix B to Annex A) to determine occurrence of any siltation due to the contractor's work/lack.

j. Joint marine surveys shall be carried out and plotted for all progress measurements on 1:1000 scale with a line spacing of 5m. Cross lines are to be run at least 4 times of the line spacing set for the survey. The surveys shall be carried out and submitted in a similar manner to the pre-dredge surveys.

MAGNETOMETER

7. Prior to commencement of dredging, a DN Survey and Magnetometer survey of the dredge area and the dumping site shall be carried out by the Contractor, as soon as possible after the arrival of Contract and mobilization of equipment, but not more than 30 days before commencement of dredging within the particular area. The survey shall extend in all directions horizontally to identify magnetic anomalies in the area.

SURVEY ACCURACY STANDARDS

8. Accuracy standards of IHO (S-44, edition 6.1.01, 2012) are required to be achieved.

GROUND CONTROL

9. All hydrographic surveys shall be carried out with reference to Bench Marks / Chart Datum designated by the NOD.

SINGLE-BEAM ECHOSOUNDING EQUIPMENT

10. A precise survey Echo Sounder to be employed for the hydrographic surveys, and shall satisfy the following:

A. Depth recording system Digital output.

B. Minimum depth reading 0.1 m.

c. Minimum depth resolution 0.05m

d. Transducer frequency Dual (200 - 250 kHz and 30 - 40 kHz)

e. Beam angle 8 or less

11. If two systems are used, the preferred system is to be considered "Primary".
12. The system is to operate on dual frequency; both frequency data is to be logged and the higher frequency data is to be considered Primary Depth, where Primary Depth will be the depth used for all volume computation.
13. The quality of the digital graphics record is to be such that depths can be digitized or manually read off the trace to 5% gaps in the digital record and to allow QA and audit.

CALIBRATION OF SBES

14. Tidal sounders are always to be set to read depth below the surface of the sea, and never to depth below the keel. Before use, they must be adjusted precisely and adjusted for draught setting, index error and vessel velocity. Allowance must be made for vessel squat.
15. The Check shall be carried out jointly (by both parties) before start of sounding operation in vicinity of the shoal. Markings on the suspension lines of Check Bar can also be verified jointly by comparing with a standard steel bar before the check.
16. Index error and draught setting (TDC) are to be determined from a shallow bar check and corrected for by adjusting the draught control on the echo sounder recorder.

B. The echo sounder bar check traces are to be signed by the Employer's and Contractor's Representatives and the same is to be retained and reviewed with survey results.

B. Between bar checks the echo sounder draught setting may be adjusted for known changes in the draught of vessel, when applicable and agreed.

17. Boat speed effects at sounding speed of more than 4 knots (7.4m/s) and over a range of water depths (if practicable) are to be determined from carefully controlled trials. Such trials to be applied to all measured depths, where the effect exceeds 0.1 m.

SWEEP SURVEY & SIDE SCAN SONAR SURVEY

SIDE SCANNING

18. In addition to the post-dredging bathymetric survey, the Contractor shall prove that no part of the dredged area protrudes above the maximal dredged level, by carrying out Sweep & Side Scan Sonar surveys of the dredged area.

SPEED DURING SOUNDING

20. Speed during sounding is not to exceed 4 knots. However, speed of the vessel will be reduced further over the slopes to achieve required accuracy.

REDUCING THE SOUNDINGS

21. While reducing soundings, the principle to be observed is that depths are never to be shown greater than they actually are, relative to sounding datum.
22. All soundings are to be corrected for vessel draught if draught correction is not covered for in data acquisition stage and agreed by both parties.
23. Heave data is to be applied on all soundings and reduced accordingly.
24. Soundings must also be corrected for variation in sound velocity (SV) when applicable and agreed.
25. Soundings must be corrected for tidal heights. In digital logging and processing systems, the tidal data will be recorded in a .Jantec file. The system allows the data to incorporate the tidal heights as required, and reduce the raw depths to Sounding Datum.
26. RTK fix is to be utilized preferably for correction of sounding in order to achieve better results.

PROCESSING OF SURVEY DATA

27. It is essential that all significant features, particularly structures and other dangers are precisely positioned on sounding lines when they are plotted. Sounding should be plotted at a density indicated in "Survey Parameters".

PREPARATION OF LAINSHEET AND VOLUME COMPUTATIONS

28. After the completion of sounding operation of a survey area, Lainsheets are to be prepared within one week. The final fair chart shall be prepared on Universal Transverse Mercator (UTM) Grid with border graphical in geographical system of coordinates using its parameters like sheet origin, grid/border graduation etc. for 2D, QUT and Interim surveys. (Through volume computations shall be conducted on mutual agreement between contractor and Employer using (Report Software) for determining progress of the dredging.
29. The notes covering information of channel design/ limits and shoals etc. returns report generated by the software shall be made part of the report.

DATA TO BE RENDERED ON COMPLETION OF INDULY INTERIM SURVEYS

30. Following record is to be produced:

- | | | |
|----|--|---------------------------------|
| a. | Report of survey | (1 copy) |
| b. | Fair Sheets | (7 copies, with inked outlines) |
| c. | Sounding Data | (X17) |
| d. | Side Scan Data | (digital and printed) |
| e. | Field Records including bar check and tide Log | |
| f. | Digital Data | (Complete Work Pack Project) |

g. Daily Narrative

REPORT OF SURVEY

11. The Report of Survey on completion of survey works, which should be in two parts:

a. Part one (Descriptive)

b. Part Two (Technical Assessment)

12. The detailed assessment on the techniques adopted while surveying the required areas including various accuracies achieved and listing of standard error assessments etc. The line spacing, density of sounding, the speed of advance, scale of the survey, geodetic reference system; and tide correction, weather and sea condition and other observations if any, may be included in the Report of Survey. Technical details should be provided including the following:

a. The positioning system used, together with its standard error and relative accuracy.

b. Tide gauge / pole used, calibration, sounding - record of tide gauge chart; number of sounding points, if applicable; Tide observations.

c. List of site soundings used together with beam angles, frequencies, Patch sonar results and calibration data etc.

d. Sounding error analysis

e. Standard parameters used during the survey including:

(1) GPS Accuracy / sensor offset

(2) Vessel draft

- (5) Application of tide on sounding (real time / post processing).
- (6) Application of draft (software / table constant) etc.

DIGITAL DATA

33. All digital data obtained during the course of the survey is to be rendered on Compact Disk (Data may be "Write Protected") with clearly signed label. This includes raw, corrected and processed data.

34. An index of rendered digital data is to be produced together with a description of any proprietary file formats, headers used etc.

35. Following types of data are required to be rendered on CD ROM (media)

- a. Raw data: 100 % of all data collected, no corrections applied.
- b. Processed/filtered data, with corrections for vessel motion, position, tide, draft vessel velocity and squat etc. applied.
- c. Digital copy: Fair Sheets (signed) at the highest density level (unless noted)
- d. Scanned copies of all field records.
- e. Survey Reports.

36. Digital data will be prepared in following formats:

- a. Raw data: Both proprietary and XYZ
- b. Processed data: XYZ or as decided by (N480)

c. Digital file names

PDF as is decided by (2000)

d. Survey Reports / QA data

MS Word and PDF format

WEATHER AREA CONDITIONS FOR SURVEY

17. The contractor is to log weather data and survey it not to be conducted in rough weather (Please refer paragraph of the appendix).

APPENDIX IV TO ASSEX - A

OLD GEOLOGY AND SOIL CONDITIONS

1. **GEOLOGY** The coastal area of Malmut is generally occupied by mountain ranges, coastal dunes and tidal flats. The coastline is indented with bays and characterised by the occurrence of promontories (such as at Ormara) and peninsulas of white clay cliffs. The Malmut Coastal Range consists of a succession of ridges which are covered and cut by superficial streams. Neighbour structural movements have occurred along the Malmut coast within historic time. Broad upwarping continues to take place with varying amounts of uplift and tilting.
2. The outstanding structural feature of the Malmut Coastal Range is the presence of large, doubly plunging synclines (open folds or troughs) that have low dips in their broad central areas and steep dips in their outer limbs. The structures involve thick sequences of sandstone and shale, parts of the Talar formation and Hingol group. The formation directly underlying both the Talar sandstone and the Hingol group is the structurally weak Purkhi sandstone.
3. The headland of Ormara consists of the Ormara and Dward formations. The thickness of the Ormara formation varies from 60 to 90 m or more. This formation consists of soft sandy clay, forming fairly high cliffs. The sandy clay has a buff colour. The Ormara formation is nearly horizontal, and well protected by upper beds of sandstone, about 3 m thick, with a retentive capping of the Dward limestone formation. The limestone contains shell fragments and sandy hard subcrustaneous crusts.
4. **Soil Conditions - East Bay**

a. **General Ormara Area** The beaches on the east and west bays are composed of fine sand mixed with silt and broken shells. The area fringing the headland is covered by the material eroded from the headland, consisting of medium to fine sand, small gravel and pebbles. The wide coastal plain, north of Ormara, is covered by fine sand and silty clay. Surface samples taken from the beaches indicate the presence of fine sand mixed with some silt.

b. **Sub-Soil Investigations** A sub-soil investigation has been carried out in the East Bay in order to establish subsurface conditions within dredge areas and at the location of future quay walls, jetties and breakwaters. A total of 12 boreholes has been drilled at the localities shown on Figure 4.1. The boreholes were generally drilled to depths of 10 to 12 m below seabed, with two to shallower depths of 3-5.4 m and 3 boreholes to 23 m below seabed. The logs of dredging site boreholes showing the stratification, type of soils and their consistency, are shown on Figures 4.2A to 4.2B. The subsurface conditions discussed in the following paragraphs are based on the data and findings presented in the Soils Report by STM of 2019. Same will be shared with concerned holder.

c. **Intertidal Zone** The intertidal zone is generally covered by 1 to 4 m silty to very silty, fine to medium grained sand. The percentage fines passing sieve aperture size 0.075 mm (silt/clay) varies between 7.5 and 50%. The relative

density of the silty sand layer varies from loose to medium dense and dense. The upper silty sand layer is underlain by alternating layers of dense to very dense sandy silt and medium stiff to very stiff silty clay, within the depths explored. Grain size analysis done in the laboratory on 11 washed samples and 11 beach samples, taken at selected locations, showed that these surface soils consist mainly of very silty sands and slightly sandy silts. This type of soil has also been encountered in the headlands, as described above.

d. Offshore Beachhole Conditions. The offshore beachholes were drilled from sea bottom elevations between 1.3 m and 6.3 m CD. The seabed, in the area investigated, is covered by 2 to 4.5 meters of medium dense to dense silty sand. Contrary to the intertidal zone, the upper part of this sand layer has a percentage fines, passing sieve aperture size 0.075 mm, between 2 and 21.2. The grain size analysis done in the laboratory showed that the percentage fines (silt clay fraction) increase 40 to 80% at about 2.5 to 3.0 depth. The upper silty sand layer is underlain by medium dense clayey silt, grading into hard silty clay with depth. At about 8.0 to 9.0 m depth, the clayey silt to silty clay formation is in turn underlain by a very dense, very silty fine sand to sandy silt.

4. SOIL AND ROCK CONDITIONS ORMARA HEADLAND. The following description of soil and rock conditions is based on the findings of a field reconnaissance investigation carried out at the Ormara headland. The slope of the headland has a very prominent dip towards the south west. The major type of soil, constituting the Ormara headland, is loose sandy silt with occasional interbedded layers of grayish brown silty clay. These sediments are covered, at regular intervals, by a distinct capping of dense sand and siltstones. The capping occurs in thin layers, but is 3 m or more in places on the west side of the headland. Due to erosion of the unconsolidated silty and clayey soils, the capping rock is being undercut on the southwest side of the headland. Very large boulders have broken loose, due to this undercutting, and fallen down along the slopes into the valley. The capping rock at this location is weathered, highly fractured with faults. Large arrow faults have been observed, generally running from southwest to north-east. These faults are very likely the cause of rock falls and slides occurring along the north and west slopes of the headland, similar to the southwestern area described above.

LATEST GEOLOGICAL AND SOIL SCIENCE NEWS CHINA

Latest Chinese geotechnical study conducted by Geotech (Australia) & Co.

Abstract

TRUCK AREA CHINA/PAKISTAN

Major drilling works were completed in 12 locations within scope of geotechnical studies

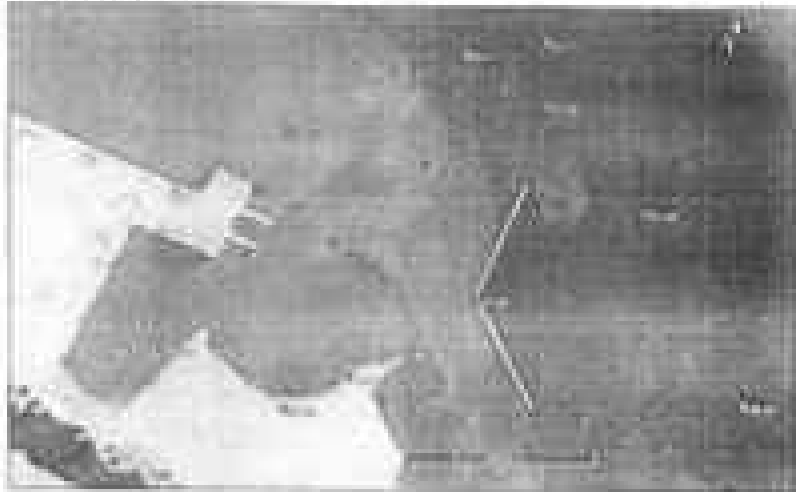


Fig 4.1



PT. SANGIAT
TEKNIK DAN KONSULTING A.S.

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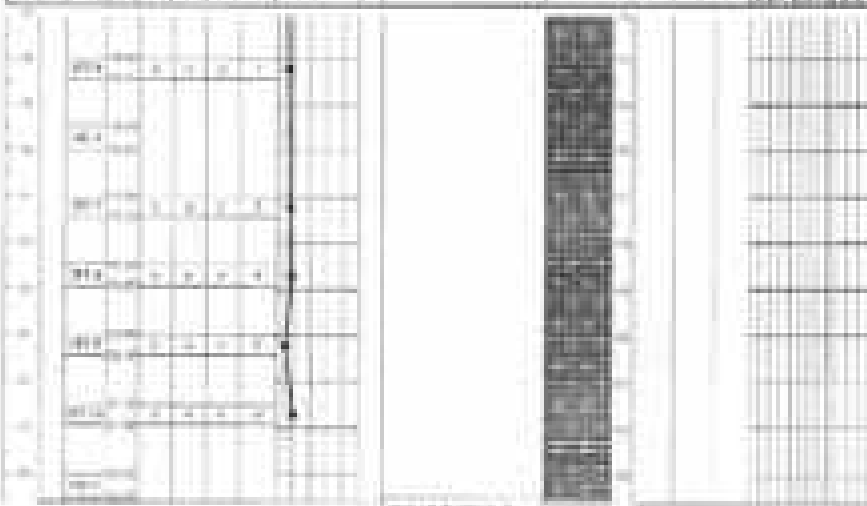
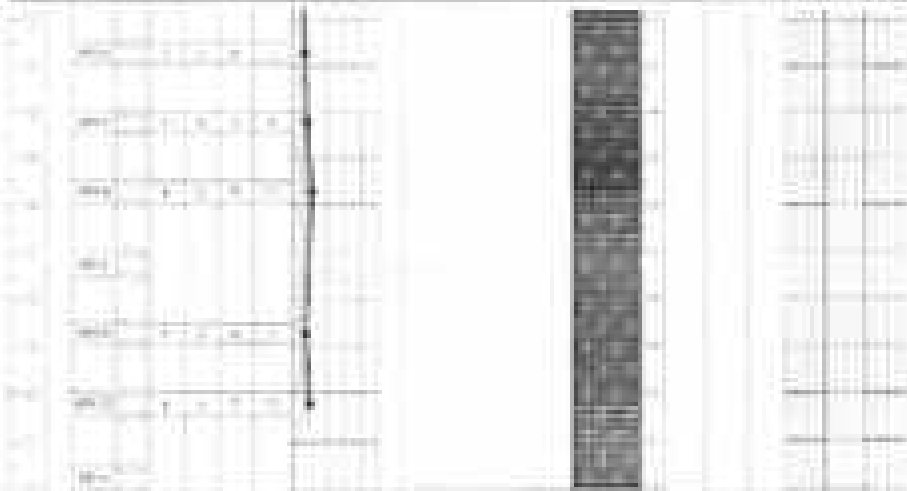


Fig. 111111

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FIG. 1.01

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DEN-Ar Deniz Araştırmaları A.Ş.

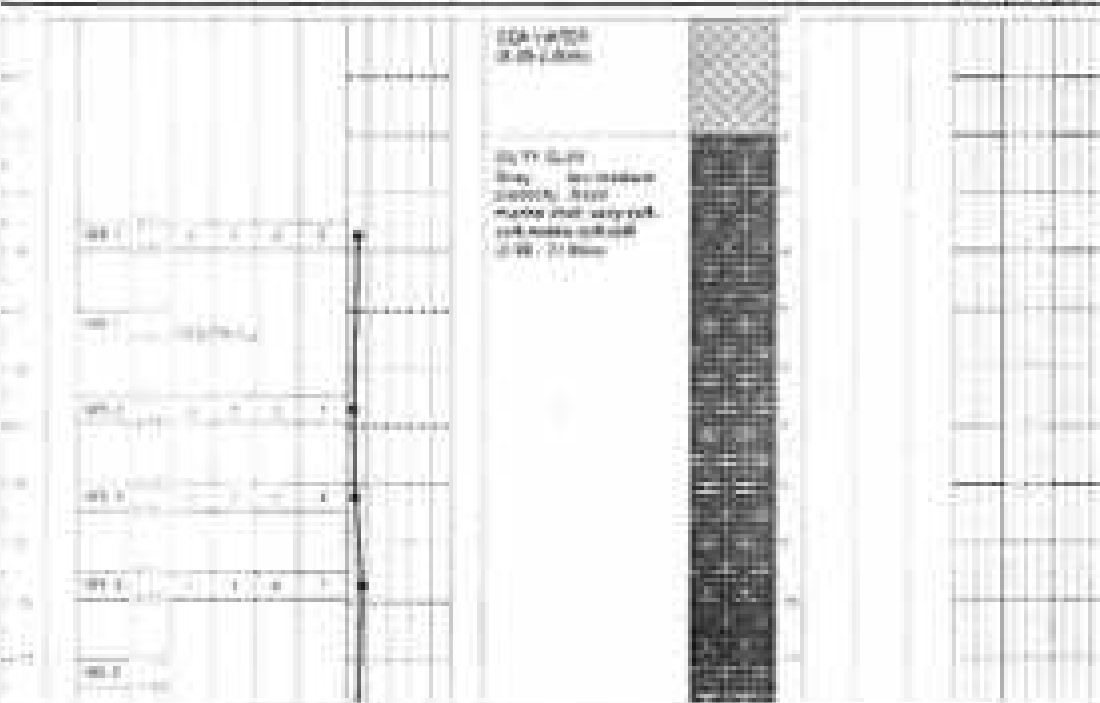
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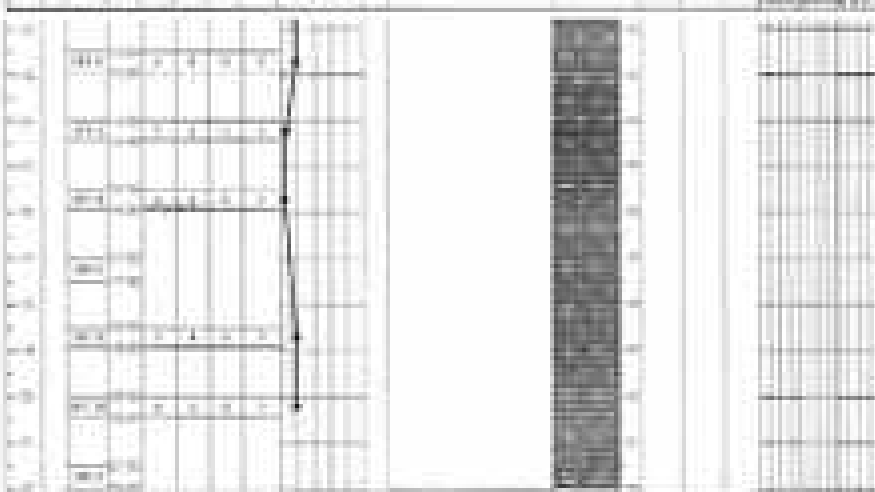
Fig-4.5A



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APPENDIX V TO ANNEX - A

GUIDELINE / RESPONSIBILITIES OF ENGINEER - OMR BRIDGING WORKS

1. NIM(D) will be engineer in-charge of Designing of OMR for administrative activities. The responsibilities and guidelines for Engineer are enumerated below, to be as:

- a. Act as the engineer of the dredging project for admin and logistics arrangements primarily.
- b. Supervise the dredging works and to share progress reports on weekly basis.
- c. Ensure/regular maintenance of shipping during dredging work.
- d. Ensure appropriate means of communication with contractor/firm/platforms at all times. Detail instructions for communication shall be issued to contractor by NIM(D) before the start of dredging works.
- e. Ensure regular PN shipping traffic in a way, which will not disturb contractor/firm's work more than 2-3 hours within 24 hours but not more than 20 hrs a week.
- f. Any delay of more than 2 hrs caused (due to PN shipping traffic or any other PN activity) in dredging work are to be properly logged both by reps of the contractor and Engineer NIM (D) on separate log. Both logs will be signed by each party (Contractor & Engineer NIM (D)) on the same day to avoid any disagreement.
- g. Issue progress report on weekly basis, covering details of each day.
- h. Keep proper check on dredging crew or staff of contractor and keep their movement restricted at all times only in authorized area.
- j. Ensure that the PN area remains in shipshape condition during dredging works. Same is to be re-achieved through contractor/firm.

- k. Ensure that site provided to contractor firm for temporary establishment of working offices, remains in stipulated condition at all times by the contractor.
 - ll. Ensure availability of transport facility for NDD trip during survey/ dredging works.
 - lll. Ensure no damage to existing infrastructure (roads, channel barge beams, wharves, underwater infrastructure) works along South end that wharves, navigational lights etc shall occur by the contractor/ firm (assets deployed/ used for any other purpose) during dredging works. Same is to be reported accordingly.
 - lV. Ensure that contractor/ firm's place appropriate Guard (entry) in his site area to lock after firm belonging/ used at all time.
 - lv. Ensure that guard/entry placed by firm shall not carry any weapon (live or empty) during their stay.
 - lvi. Ensure that entry/ leaving site is properly monitored and controlled by contractor/ firm (to avoid spilling of material in surrounding area).
 - lvii. Contractor/ firm take photographs of dredging works, dredging sites construction by contractor, site office area and all relevant activities of the dredging project.
 - lviii. Ensure that contractor provide detail of his vehicles which he will use during the dredging works (transporting men to work).
 - lix. Ensure that list of vehicles provided by contractor is placed in guard room to facilitate entry procedure. Appropriate gate pass will be issued for these vehicles and no vehicle other than approved will be allowed to enter ONDC.
 - lx. Only entry security wise cleared men or crew shall be allowed to enter ONDC. List of name may be acquired from contractor before start of dredging works.
 - lxi. Photography of any work shall not be permitted to contractor or his employed crew except with the approval of Engineer.
2. The Engineer shall have no authority to amend the Contract.

APPENDIX I TO ANNEX II

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS:

Contract Value:

Date:

Contract Title: HIRING OF MAINTENANCE AND CAPITAL BUILDING SERVICES ORHARA NAVAL HARBOUR

Ms. _____ hereby declares, that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative 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 Ms. _____ represents and warrants that it has fully disclosed the payments, commissions, fee etc. Paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, proxy, shareholder, sponsor or subsidiary, any commission, gratification, bribe, kickback or fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly disclosed pursuant hereto.

Ms. _____ certifies that it has made and will make full disclosure of all

agreements and arrangements with all persons in respect of or related to the transaction with GoP and has taken any action or will take any action to ensure that the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard. Ms. _____ agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, kickback given by Ms. _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Signature, Employer/ Employer:

Name:

Designation:

Signature, Contractor:

Name: Name: Mr. XYZ

Designation:

CNIC No: XXXXXXX



COMPLETION CERTIFICATE

Contract No: _____

The Supplier: _____

The Purchaser: **DIRECTORATE OF PROCUREMENT (NAVY)**

1. Hereby it is to certify that the Milestone _____ has been completed in accordance with provisions of the contract.

2. The present certificate has been issued in five (5) originals on this day of _____
_____ The supplier and the Purchaser shall each hold two of these originals.

Rep of the Supplier

Rep of the Purchaser

BILL OF QUANTITIES

1. PREAMBLE

a. General

(1) The following *Provisions* are prepared for the guidance of the Bidder in pricing the work. These *Provisions* appearing under the above heading of "General" apply to the scope of the Work required by the Contract. *Provisions* written under the remaining headings are to assist the Bidder in interpretation of the Bill of Quantities to which they refer but are not necessarily complete in themselves. The Bidder is to include within the price for the items contained in the Bill of Quantities, for all the work both temporary and permanent in order to complete the Contract as shown on the Drawings or as detailed in the Specifications, whether or not it is detailed in the Bill of Quantities or in the *Provisions* names. The Bidder shall enter his prices under the given items only in the Bill of Quantities in Pakistan Rupees and no other currencies shall be included/inserted in the Bill of Quantities.

(2) The quantities set down against the items in this Bill of Quantities are an approximate estimate of the quantity of each kind of work included in the Contract and are given for the convenience of offering a contract price for bidding. They are not to be taken as a guarantee that the quantities indicated will be carried out or required or that they will not be exceeded. The Employer reserves the right to delete any item and/or increase/decrease quantities indicated in the Bill of Quantities at any time and price increase/decrease will be adjusted.

(3) The quantities shall therefore not be considered as representing the final measurements. It being the intention of the Contract (except where otherwise specifically stated) that the actual quantities of work ordered and carried out shall be jointly measured on completion by the authorized representatives of Employer and the Contractor and valued and paid for at such prices and rates agreed by the Contractor in the Bill of Quantities.

(4) The Bidder must refer to the Specifications and the Drawings to determine the full extent and requirement of the work to be priced. Any work which the Bidder considers is not covered by items in the Bill of Quantities should be included in the existing items price. No consideration will be given, after the Contract is let or during the course of the Contract, to any items not so listed either in any interim measurement for payment purposes or the measurement of Variations.

(5) The Bill of Quantities must be read with the Conditions of Contract, Drawings and the Specifications and the Bidder will have been deemed to have examined the Drawings (including Site Investigation data), Specifications,

technical and general conditions of Contract and Bill of Quantities and acquainted himself with the Works to be done and the way in which they are to be carried out and all factors affecting the execution of the Works and to have provided in his Bid for everything necessary including any temporary works, over-time, staff and tidal working required to complete the whole of the Works within the required period or as otherwise agreed and to maintain the Works all in accordance with the Contract.

(6) The Bidder will be held to have familiarised himself with all local conditions, whether as they affect the work, means of access and the locality of existing services, in order to execute the Works mentioned and described hereinafter. No claim for want of knowledge in this respect will be entertained.

(7) The rates and prices set down against the items are to be the full inclusive value of the finished work shown on the Drawing and/or described in the Specifications or which can reasonably be inferred therefrom and to cover the cost of every description of Temporary Works associated or used in connection therewith and all the Contractor's obligations under the Contract including testing, giving samples and all matters and things necessary for the proper execution, completion and maintenance of the Works.

(8) In case of a discrepancy between the rate quoted in figures and in words, the rate quoted in words shall take precedence. In case of any arithmetical errors in the extensions (Quantity x Unit Rate) in the Bill of quantities, the total sum and not the general average shall prevail. Errors will be corrected by the Employer for any such arithmetical errors and Employer decision in this regard is final.

(9) Each individual item in the Bill of Quantities is to be priced or if any items are not priced it is to be indicated under which item or items the value of the work has been included. Items, the rates/prices of which are the same, shall not be bracketed. If the Contractor wishes to price an item, the cost of the work of such item shall be deemed to be spread over and included in the percentages given for other items and the Contractor will be paid at zero rate for that item. Contractor shall not write against items "included" when the rate is asked for.

(10) The prices in the Bill of Quantities shall be the full inclusive value of the work including all costs and expenses which may be required in the doing of work described together with all liabilities and obligations set forth or implied in the Contract. Where an item is left unpriced it will be held that the Bidder has made due allowance for this in the rates and prices entered against other items. No claim for additional payment shall be allowed for any error or misunderstanding by the Contractor of the work involved.

(11) The rates and prices shall include, but not be limited to, the provision and/or use of the following items, for compliance with the Conditions of Contract, Particular Conditions, the specifications and the Drawings:

- a. All plant and equipment (optional plant & equipment shall also be included if required by the bidder for execution of dredging work).
- b. All labour, including supervisors.
- c. All Contractor's accommodation, site offices, cabins, bars, restaurant workshops and storage facilities.
- d. All necessary temporary services including fuel, water, compressed air lines, electrical cabling and ventilation, telephone and fax/intra facilities.

- e. All temporary fencing, watering, lighting, sanitary accommodation, general security arrangements, welfare facilities and first aid provision.
 - f. All safety equipment including safety boots.
 - g. All maintenance, security and welfare facilities.
 - h. All materials, including handling and transportation, installation/erection, testing and commissioning.
 - i. All temporary works.
 - j. All navigation markers, buoys and lighting.
88. Working by day and night as is customary for this type of work.
89. All supervision and management:
- i. Maintenance & reconnection of all permanent roadways, access roads etc utilized by the Contractor, including all necessary traffic management.
 - j. The protection from damage and making good any damage to existing services of any description.
 - k. The protection of existing port marks, buoys and lights.
 - l. Any delay due to weather and sea state or any delay not authorized by the Engineer.
 - m. Obtaining any necessary licenses and the arrangement of all Notices to Mariners.
 - n. All insurance.
 - o. All taxes and duties including Sales Tax, General Tax, Import Duty, Customs Duty, etc.
 - p. All overheads and profit and every incidental and contingent cost and charge whatsoever.
 - q. Allowance for complying with all environmental requirements.

These items above shall include all associated costs of distribution, maintenance, de-commissioning and all necessary resources.

(12) The Specifications and the various Sections in the Bill of Quantities are intended to cover the supply of all Materials and Plant and the execution of all works necessary to complete the Works. Should there be any details of Construction or Materials or Plant which have not been referred to in the Specifications or in the Bill of Quantities or the Drawings, but the necessity for which may reasonably be implied or inferred from them, or which are usual, or essential to the completion of all works in all works, the same shall be deemed to be included in the rates and prices within the Bill of Quantities. The rates and prices shall cover the items as described in the Bill of Quantities and if there is inconsistency between the Bill of Quantities, Specifications or the Drawings, the description in the Specifications shall prevail.

(13) It is the Bidder's responsibility to ascertain for him the probable water of high, high levels, tides and directions. Any water levels stated above and marked on the Drawings are intended to give an indication only of these tides to be encountered.

(14) All rates are to be inclusive of work at the levels required taking into account the underwater work, tides and weather conditions. They are to include for any stopping of work by the Employer's rep/Engineer under conditions stated in the Specifications in the tender.

(15) All costs associated with carrying out design, preparing drawings, schedules and manuals, and submission for the Engineer's approval where these are specified to be done by the Contractor, shall be deemed to be included in the rates and prices. Items for plant and equipment and services specified to be designed by the Contractor shall be deemed to

include for all work necessary to ensure compliance with the performance requirements of the Specification.

(16) All costs associated with complying with the Conditions of Contract and any other legal requirements applicable to the Works shall be included in the estimated prices inserted by the Contractor in the Bill of Quantity.

(17) The drawings for Bill quantities are indicative only of the work to be carried out. However, the Bidder must allow within his price for the extra work included in the Bill Documents for the details which will appear on subsequent drawings developed for construction purposes and which from the Bidder's experience of this type of work would be expected to be required.

(18) The estimated quantities in the Bill of Quantities are based on nominal dimensions and levels shown on the Drawings. The Bidder shall therefore make due allowance in his own estimate of quantities and/or in his rates to achieve the nominal dimensions and levels within those tolerances stated on the Drawings and in the Specification. The tolerance of any kind / type shall not be paid.

(19) The platforms / equipment in use must shall be reference their maximum in the tender documents. However, it is contractor's liability to bring the capable or higher capacity dredging platforms / equipment to dredge required type of area within stipulated time frame for the required scope of work. The contractor may bring additional platforms at his own risk and cost to complete work in the given time frame.

4. Excisions

Where the Employer requires Variations in the Work for any of the specified Works, then such Works shall be measured and valued in accordance with the Contract. The basis for any such valuation shall be the Bill of Quantities.

5. Dredging

(1) The rates for dredging shall cover operating and maintaining the Contractor Plant and Equipment, dredging to the required levels, loading the dredged or excavated material onto barges/rafts, ready for transport to the disposal site.

(2) The rates for the dredging and excavation are for dredging in any material from soft deposits to compact strata. The Contractor must assess the strength of the material from the Ground Investigation data as well from his own experience and also must allow for plant and equipment adequate to carry out the work. No claim would be entertained in dredge the material.

(3) Delayance or standing time will not be paid in respect of any delays due to adverse weather, conditions of tide, waiting for daylight, breakdowns, non-availability of channel/buoys due to digging mechanism etc.

(A) Grading and excavation shall be measured out to the lines and levels shown on the Drawings or as noted by note of the Employer/Shop. No payment will be made in respect of materials designed beyond the specified levels or specified side slopes.

(B) Hydrographic survey and HYDRAK software (as per method specified by the Employer) a copy of computing the results of the survey shall be used for computing dredging volumes.

(C) Rates for dredging (as not stated in, shall include:

4. Dredging to achieve the dredge depths and areas shown on the Drawings and to the specified tolerances.

5. Disposal of dredged material to an approved disposal area and paying all associated charges.

4. Bill of Materials

(1) The bidder shall offer rates for their proposed tender systems (M&E) as per attached schedule Appendix I to Appendix II of Annex B.

(2) Sample letter of Price Bid is placed at Appendix II to Appendix II of Annex B.



CAPITAL AND MAINTENANCE (BIDDING) GEMAL NAVAL HARBOUR

BILL No. 1.0 GENERAL

BILL 1.0 - UNIVERSAL ITEMS

| ITEM | DESCRIPTION | UNIT | ESTIMATED | RATE | AMOUNT TOTAL |
|--|---|------|-----------|----------|--------------|
| | | | QUANTITY | PKR | PKR |
| | Contractual Requirements | | | | |
| 1.0.1 | Record Documents | Item | 3 | Included | Included |
| 1.0.2 | As-Built Drawings | Item | 3 | Included | Included |
| | | | | | |
| | General | | | | |
| 1.0.3 | Site of Progress Memoranda (report every 02 week) | Item | 4 | | |
| Page total carried to BILL 1.1 Summary (excluding site fee) | | | | | |
| BILL 1.0 Summary carried to GRAND SUMMARY (Excluding site fee) | | | | | |

MAINTENANCE AND CAPITAL DREDGING ORMSKIRK NAVAL HARBOUR

| BILL No. 10 SURVEYS | | | | | |
|----------------------------|--|-------------|---------------------------|-----------------|-------------------------|
| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITY | RATE PKR | AMOUNT TOTAL PKR |
| 2.1 | Pre-Dredging Works Survey | Sqm | 1 | Included | Included |
| 2.2 | Interim Dredging works Survey (02 in Number) | Sqm | 2 | Included | Included |
| 2.3 | Post-Dredging Works Survey | Sqm | 1 | Included | Included |
| 2.4 | Pre & Post disposal area surveys | Sqm | 2 | Included | Included |
| 2.5 | Bank-Side area Surveys | Sqm | 1 | Included | Included |
| 2.7 | Multi-Beam Survey | Sqm | 1 | Included | Included |
| 2.8 | Magnanone Survey | Sqm | 1 | Included | Included |

Page total carried to BILL 2.0 Summary (Excluding Sales Tax) 0.00

BILL 2 Summary carried to GRAND SUMMARY (Excluding Sales Tax) 0.00

MAINTENANCE AND CAPITAL DREDGING OSMARA NAVAL HARBOUR

BILL No. 18 DREDGING

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITY | RATE PKR | AMOUNT TOU/ PKR |
|---|--|----------------|--------------------|----------|-----------------|
| | DREDGING OF OSMARA NAVAL HARBOUR NEW BASIN INCLUDING SLOPES | | | | |
| 1.1 | New Basin area including Slopes | m ³ | 2.0M | | |
| | DREDGING OF EXISTING CHANNEL AND BASIN INCLUDING SLOPES | | | | |
| 1.2 | Channel and Basin area | m ³ | 1.7M | | |
| | Provisional Items | | | | |
| | <i>(Nothing done at the instructions of Govt and/or client)</i> | | | | |
| 1.3 | Dredging Pumps (holder to specify) | nos | | | |
| Page total carried to BILL 1, 18 Summary (Excluding sales Tax) | | | | | |
| BILL 1 Summary carried to GRAND SUMMARY (including Sales Tax) | | | | | |

MAINTENANCE AND CAPITAL DREDGING ORIMARA NAVAL HARBOUR

BILL No. 40 DAYWORKS SCHEDULE

BILL 41 - SCHEDULE FOR LABOUR CREW ON DAYWORKS

| ITEM | DESCRIPTION | UNIT | ESTIMATED | RATE | AMOUNT TOTAL |
|--------|---|------|-----------|------|--------------|
| | | | QUANTITY | PKG | PKH |
| | Provide a specific and detailed rates for all labour to be used on the Works below: | | | | |
| 4.1.1 | Unskilled crew | hrs | | | |
| 4.1.2 | Skilled crew | hrs | | | |
| 4.2.1 | Diving Team including Compressor | hrs | | | |
| 4.3.1 | Supervisor Foreman | hrs | | | |
| 4.3.2 | Safety Officer | hrs | | | |
| 4.3.3 | Drivers (Bidder to specify) | hrs | | | |
| 4.3.7 | General Plant Operatives (Bidder to specify) | hrs | | | |
| 4.3.8 | Tug & Work Boat Operatives (Bidder to specify) | hrs | | | |
| 4.3.9 | Dredging Plant Operatives (Bidder to specify) | hrs | | | |
| 4.3.10 | Certify (Bidder to specify) | hrs | | | |
| 4.3.11 | Percentage for overheads on Daywork Labour | % | | | |

(Page total carried to BILL 41 Summary (Excluding sales Tax))

III-4.1 Summary carried to GRAND SUMMARY (Excluding Sales Tax)

MAINTENANCE AND CAPITAL DREDGING ORMDAHA SAYAL HARBOR

| BILL No. 4.6 DAYWORKS SCHEDULE | | | | | |
|--|--|------|--------------------|----------|------------------|
| BILL 4.2 - SCHEDULE FOR PLANT ON DAYWORKS | | | | | |
| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITY | RATE PKR | AMOUNT TOTAL PKR |
| | Bidder to specify and state rates for all plant to be used on the items below! | | | | |
| 4.2.1 | General Tools & Small Plant (Bidder to specify) | ltn | | | |
| 4.2.2 | Compressor (Bidder to specify) | ltn | | | |
| 4.2.3 | Pumps (Bidder to specify) | ltn | | | |
| 4.2.4 | Tag & Work Boats (Bidder to specify) | ltn | | | |
| 4.2.5 | Dredging Plant at Waste area (Bidder to specify) | ltn | | | |
| 4.2.6 | Dredging Plant at Channel area (Bidder to specify) | | | | |
| 4.2.7 | Other (Bidder to specify) | ltn | | | |
| 4.2.8 | Percentage for overheads on Daywork Plant | % | | | |
| Page total carried to BILL 4.2 Summary (Excluding Sales Tax) | | | | | |
| BILL 4.2 Summary carried to GRAND SUMMARY (Excluding Sales Tax) | | | | | |

MAINTENANCE AND CAPITAL BRIDGING ORSARA NAVAL HARBOR

BILL No. 54 PROVISIONAL SUM

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITY | RATE PKR | AMOUNT TOTAL PKR |
|------|--|------|--------------------|----------|------------------|
| | <p>The following provisional sum are payable for the execution of work in furtherance of work, materials specified in the schedule of work, which may be used in whole or in part or omitted if the cost is not recovered by the Engineer.</p> | | | | |
| 51 | <p>contingencies to be expected during the work</p> | LKR | | | |

Page total carried to BILL 5 Summary (Excluding Sales Tax)

Bill 5 Summary carried to GRAND SUMMARY (Excluding Sales Tax)

MAINTENANCE AND CAPITAL BRIDGING ODMARA SAYAL HARBOUR

| GRAND SUMMARY | | |
|---|-------------|-------------------------|
| ITEM | UNIT | AMOUNT TOTAL PKR |
| BILL No. 1.0 GENERAL | | |
| BILL 1.1 - Contract Items | PKR | |
| BILL No. 1.0 SURVEYS | PKR | |
| BILL No. 3.0 BRIDGING | PKR | |
| BILL No. 4.0 DAYWORKS SCHEDULE | | |
| BILL 4.1 - Schedule For Labour Cost on Dayworks | PKR | |
| BILL 4.2 - Schedule For Plant on Dayworks | PKR | |
| BILL 5.0 - PROVISIONAL SUM | PKR | |
| Grand Total PKR (Excluding Sales Tax) | | |
| Taxes | | AMOUNT TOTAL PKR |
| Grand Total PKR (Including all Taxes) | PKR | |

LETTER OF PRICE BID

To:

DP (Navy)

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Documents.
- b. The total price of our Bid, excluding any discounts offered is (in) below (s):
- c. The discounts offered and the methodology for their application are:
- d. Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- e. If our Bid is accepted, we consent to obtain a performance bank guarantee in accordance with the Bidding Documents.
- f. We do hereby declare that the Bid is made without any collusion, conspiracy of figures or arrangement with any other bidder for the Works.
- g. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- h. We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This provision is intended for verification of any information provided in our Price Bid which comprises all documents received.

0)

If awarded the contract, the person named below shall act as Contractor's Representative.

Name _____

In the capacity of _____

Signature _____

Duly authorized to sign this Bid for and on behalf of _____

Date _____

Address _____

(To be mounted on a Judicial Stamp Paper of appropriate value)

NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement") is made at NDC, as indicated on this ___ day of ___ 2020 by and between

1. Director Procurement Navy an organization working under Pakistan Navy, having its office at Naval Headquarters, Sector E-8, Islamabad, Pakistan (hereinafter referred to as the "Disclosing Party" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Party,

AND

2. My _____ address _____ (hereinafter referred to as "Receiving Party"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Party,

The Disclosing Party and the Receiving Party shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS

A. The Disclosing Party is engaged in the business of providing import, marketing, sale of _____;

B. The Receiving Party is involved in the business of _____;

C. The Disclosing Party is entering into a business relation with the Receiving Party during the course of which certain Confidential Information shall be shared or come to the knowledge of the Receiving Party.

D. In consideration of the mutual promises and Agreements between the Parties hereto, the Parties have agreed to enter into this Agreement to govern the terms and conditions of their association.

NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS UNDER:

1. CONFIDENTIAL INFORMATION

a. For the purpose of this Agreement, the terms "Confidential Information" shall mean such information relating to the Disclosing Party as the Disclosing Party may from time to time provide to the Receiving Party under or relating to this Agreement including all information communicated in writing or orally relating to business affairs, any technical data, or know-how, including but not limited to, that which is or relates to:

- (1) Inventions, ideas, processes, research, formulas, formulas, formulas, models, code or any media, object code, data, programs, specifications, other works of authorship, improvements, discoveries, developments, designs and techniques;
- (2) Product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information;
- (3) Non public market information, product plans;
- (4) Marketing or financial of the company in any form, customer information, business plans and strategies, price lists and market studies;
- (5) Contracts and client database, computer models and programs, research records, statistical methods of doing business, contracts, business, strategy, and marketing plans, employee details and such other proprietary information relating to the business of the Disclosing Party and is not in the public domain.

2. NON-DISCLOSURE AND CONFIDENTIALITY

a. The Receiving Party recognizes that in the course of its discussions with the Disclosing Party it shall be privy to Confidential Information relating to the Disclosing Party. Accordingly, the Receiving Party agrees and undertakes:

1. That the Receiving Party shall not, without the prior written permission of the Disclosing Party, directly or indirectly disclose or cause to be disclosed any Confidential Information to any third party;
2. That the Receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof.

3. That the Receiving Party shall promptly inform the Disclosing Party of any accidental disclosure of Confidential Information and shall take all steps, together with the Disclosing Party, to retrieve and protect the Confidential Information; and

(ii) That the Receiving Party shall use the Confidential Information only for the purpose for which it was provided and shall not profit from its use in any unauthorized manner.

b. The Receiving Party shall strictly adhere to the provisions mentioned above except:

1. To the extent that such Confidential information is already in the public domain, other than by breach of this Agreement;

2. To the extent that such Confidential information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body in whose jurisdiction the Receiving Party is subject or with whose instructions it is customary to comply under notice to the Disclosing Party;

(3) It is for a 2B-Disclosed to its employees, directors, partners, trustees, or professional advisors of the Receiving Party, provided that the Receiving Party shall ensure that such persons treat such Confidential Information as Confidential; and

(4) To the extent that any of such Confidential Information was previously known or already in the lawful possession of the Receiving Party, prior to disclosure by the Disclosing Party.

c. The Receiving Party shall not, except as and to the extent required, make any copies or reproductions of Confidential Information. Such copies or reproductions shall be subject to the terms and conditions of this Agreement and the Receiving Party shall take such steps as are necessary to ensure access to and protect the Confidentiality of such copies or reproductions of the Confidential Information.

1. INJUNCTIVE RELIEF

The Parties acknowledge that due to the nature of its disclosure of the Confidential Information to the Receiving Party, the Receiving Party understands that the Disclosing Party shall suffer irreparable damage if the Receiving Party breaches any of its obligations under this Agreement and that its remedy at law shall be inadequate to compensate the Disclosing Party. Consequently, the Receiving Party acknowledges that, in addition to any other remedies at law, the Disclosing Party shall have the right to obtain equitable relief to enforce the terms of this Agreement.

6. DISPUTE RESOLUTION AND GOVERNING LAW

a. Any dispute arising in connection with this Agreement shall be referred to arbitration of a sole arbitrator to be appointed by the Parties. The place of arbitration shall be Karachi, Pakistan. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1980 and shall be in English language. The arbitrator's arbitral panel shall also decide on the cost of the arbitration proceedings.

b. This Agreement shall be governed in accordance with the laws of Pakistan and shall be subject to the jurisdiction of the High court set in Islamabad Karachi.

7. WAIVER OF RIGHTS

No failure to exercise, retention or inaction by the Disclosing Party at any time, to require performance of any of the provisions of this Agreement shall, in any way, affect, diminish or preclude its right to require performance of that provision at a later point in time.

8. PARTIAL INVALIDITY

If any provision of this Agreement is held to be invalid or unenforceable in any court, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the counterparty provision.

9. INDEMNIFICATION

The Receiving Party hereby provides complete indemnity to the Disclosing Party for any loss or damage caused to the Disclosing Party or any of its affiliates and assigns due to breach of obligations of the Receiving Party under this Agreement.

10. NO LICENSE

All confidential information shared under this Agreement shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no right, by license or otherwise, to use the confidential information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the confidential information to the Receiving Party.

8. TERM AND TERMINATION

a. This Agreement and the pledge of Confidentiality shall remain in effect till the time the Parties mutually agree on cancelling it.

b. Either Party shall not terminate this agreement without consent of the other Party. In the event of termination, the obligations of Non-Disclosure of the Parties here under shall survive.

9. RETURN OF CONFIDENTIAL INFORMATION

The Receiving Party agree to return to the Disclosing Party or destroy, and verify in writing its destruction, all written, tangible or otherwise materials in any form (including electronic media such as compact diskettes, CD-ROM, flash drives/USB's, electronic copies or any material resident in the hard or external drives of any computer) containing or reflecting any confidential information (including all copies, summaries, excerpts, extracts or other reproductions) promptly following the Disclosing Party's request or termination, as the case may be. At the Disclosing Party's option, the Receiving Party shall provide written certification of compliance with this Clause. Failure to return the confidential information by local firm shall be dealt with the Official Secret Act, 1923.

10. CORRESPONDENCE

Each Party hereby designate the following persons for the transmission of confidential information and for recording its disclosure and receipt here under:

For Disclosing Party:

Name: _____

Name: _____

Address: _____

Address: _____

Contact No: _____

Contact No: _____

Email: _____@_____

Email: _____@_____

For Receiving Party:

Name _____

Address _____

Tel. No. _____

Email _____

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREBY ABOVE MENTIONED.

Witness:

1.

2.

Name: _____

Name: _____

Address: _____

Address: _____

Cell: _____

Cell: _____

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

Notes:

The above line rates do not include duties and consumable stores, overhead charges, profits, maintenance, servicing and all other costs expenses and charges, etc.

By purchase _____

By Name _____

Date _____

Sample Form

DETAIL OF PROPOSED DREDGER, EQUIPMENT, PLANT, BARGES, WORK BOATS, SURVEY BOAT SHALL PREFERABLY NOT OLDER THAN FIVE YEARS

| S. No. | Particulars Required | Specifications to be used for the works |
|--------|---|---|
| 1. | Name of Equipment/ Plant | |
| 2. | Country of registration | |
| 3. | Type | |
| 4. | Name of holder | |
| 5. | Year built | |
| 6. | Length Overall | |
| 7. | Breadth Overall | |
| 8. | Maximum draught loaded (where applicable) | |
| 9. | Capacity of hopper (where applicable) | |
| 10. | Speed of dredgers/Propelling machine | |
| 11. | Type of engine | |
| 12. | Maker's Name | |
| 13. | Output of engine | |
| 14. | Maximum dredging depth | |

| | | |
|-----|---|--|
| 15. | Minimum dredging depth | |
| 16. | Min dredging productivity per hour per day | |
| 17. | Working hours per week, as which tender is based | |
| 18. | Output per week in efficiency required | |
| 19. | Hour rate of dredger, including labor, running and all other expenses and overhead when working per hour. | |
| 20. | Location of Dredger at the time of submission of Tender | |
| 21. | Discharge requirement | |

Sub-1. The above is the minimum specs for the purpose of evaluation of the bids. The contractor is responsible to bring the commercial dredging plant(s) (may be higher capacity power) to complete the project in stipulated timeframe.

Sub-2. The contractor shall provide details of each equipment/ plant as per sample form use for dredging project providing all relevant details of its make model, capacity, max productivity, age, certifications, lifting max etc. for bid evaluation.

Signature: _____

Name: _____

Date: _____



NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

Each column must be filled in with **BLOCK CAPITAL LETTERS**.
Incompletion shall render disqualification.

1. Name : _____
2. Father's Name : _____
3. Address (Residential) :

4. Designation in Firm :

5. CMC : _____
(Attach Copy of CMC)
6. NTN : _____
(Attach Copy of NTN)
7. Firm's Address :

8. Date of Establishment of Firm : _____
9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars of serial 1,2,3,4,5 and 8 of each partner).

(Kindly fill in the above form and forward it under your own letter head with contact details)



NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

Each column must be filled in with BLOCK CAPITAL LETTERS,
incompletion shall render disqualification.

1. Name: _____
2. Father's Name: _____
3. Address (Residential):

4. Designation in Firm: _____
5. CNIC: _____
(Attach Copy of CNIC)
6. NTN: _____
(Attach Copy of NTN)
7. Firm's Address: _____

8. Date of Establishment of Firm: _____
9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars of serial 1,2,3,4,5 and 6 of each partner)

(Only fill in the above form and forward it under your own letter head with correct details)

