

BIDDING DOCUMENT



PROCUREMENT OF OCEANOGRAPHIC RESEARCH BOAT

NATIONAL INSTITUTE OF OCEANOGRAPHY
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SECTION I

INVITATION TO BID

NATIONAL INSTITUTE OF OCEANOGRAPHY

INVITATION TO BID

PROCUREMENT OF OCEANOGRAPHIC RESEARCH BOAT

PSDP Projct: Strengthening of Oceanographic Research Sub Station Gwadar Pakistan

The National Institute of Oceanography invites sealed bids from the local/international Firms / Suppliers / Shipbuilding Yards / companies, contractors etc. for construction / supply of Oceanographic Research Boat (Sea going class) of proven design. The boat should be newly constructed and comply with certification, documentation, construction required for the purpose of oceanographic research and survey.

The bidders should be registered with Income Tax, Sales Tax Departments, SRB/BRA & FBR Active Taxpayers List (ATL). They should have the required registration for the Construction / Supply of Oceanographic Research Boat (Sea going class) of proven design and allied instrumentation.

Bidding documents containing detailed terms and conditions etc. are available from 25th March, 2022 at 04:00 PM, from the Project Office/Administration Section of NIO on payment of Rs.2500/- (Rupees Two Thousand Five Hundred only). The last date for submission of the bids will be 30th April 2022 at 11:00 AM and the bids will be opened on the same day in the Conference Room of NIO at 11:30 AM as per PPRA Rule 36 (b) of **single stage two envelope** procedure. The Bids should be in a single package containing Two (02) envelops. Envelops shall contain **separately the “Technical” and “Financial” bid, clearly marked.**

NIO reserves the right to reject all bids as per Rule 33 PPRA-2004.

The bids, prepared in accordance with the instructions in the bidding documents, must reach DEPUTY DIRECTOR (A&F), NATIONAL INSTITUTE OF OCEANOGRAPHY ST 47, BLOCK 1 CLIFTON, KARACHI. This advertisement is also available on PPRA at www.ppra.org.pk and NIO www.niopk.gov.pk websites.

DEPUTY DIRECTOR (A&F)
NATIONAL INSTITUTE OF OCEANOGRAPHY
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CELL NO.

SECTION II

FORM OF BID

INSTRUCTIONS TO BIDDERS

FORM OF Bid

To,
Director General
National Institute of Oceanography
Karachi.

SUB:- BID FOR SUPPLY/CONSTRUCTION OF ONE (01) OCEANOGRAPHIC RESEARCH BOAT (ORB)

1. Having checked all conditions affecting the use and purpose of the required newly Constructed One (01) Oceanographic Research Boat, Twin Screw (Sea Going Class) proven design, and also having carefully studied and examined all Bidding Documents including the Instructions for Bidders, Conditions of Contract, broad parameters of Technical Specifications and Schedules for inspections, tests and trials and delivery at NIO Gwadar Sub Station, Gwadar (GSS), Balochistan. of the above mentioned newly constructed One (01) Oceanographic Research Boat. We, the undersigned offer to deliver and guarantee the said One (01) Oceanographic Research Boat in accordance with the terms and conditions of these Bidding Documents (**Contract Price not to be filled in “Technical Proposal” but to be filled in “Financial Proposal” only**).
2. I / we understand that the newly constructed One (01) Oceanographic Research Boat (sea going class) are required for operations at National Institute of Oceanography, GSS by not later than 11 months. In the event of our inability to provide ORB in the prescribed time, we shall be liable to the stipulated liquidated damages and / or forfeiture of our Performance Bond.
3. I / we enclose with our bid in a separate envelope with the Technical Proposal, bid security amounting to PAK Rs. 1.7 million (Pak Rupees Seventeen Hundred Thousand only) for the One (01) Oceanographic Research Boat in the form of Bank Draft/Pay Order/Bank Guarantee issued by a Pakistani/Foreign Scheduled Bank in the favor of National Institute of Oceanography.
4. I / we accept all these Bidding Documents as valid and binding and as such each page has been countersigned by us.
5. I / we acknowledge that I / we have satisfied ourselves about all environmental conditions including but not limited to winds, swell waves, tidal currents, climatic conditions, monsoon seasons, corrosion conditions and navigational requirements affecting the sea operation and use/purpose of the tendered One (01) Oceanographic Research Boat in the National Institute of Oceanography Harbor / Channels / Creeks/ Anchorages and approaches to the Port, or any other condition(s) which may influence the safe and efficient functioning of the said One (01) Oceanographic Research Boat in the National Institute of Oceanography limits /Harbor / Sea channel and that I / we shall not raise any claim for lack of such information or any inaccuracy in the Bidding documents or statement, if any.
6. I / we undertake to carry out all contractual requirements for supply and delivery of the said newly constructed One (01) Oceanographic Research Boat (sea going class) capable to operate after inspection, test and trials by NIO team / NIO representatives

/Surveyor of Marine Mercantile Department (MMD) within the specifications as mentioned in the bid submitted by us and on completion to supply and deliver the said One (01) Oceanographic Research Boat to GSS of National Institute of Oceanography, under self-propulsion or by dry tow, as in the case, by safe means.

7. I / we undertake that the newly constructed One (01) Oceanographic Research Boat (sea going class) shall be delivered in operational condition at GSS of National Institute of Oceanography on the Date of Delivery(s) committed by us for the Oceanographic Research Boat.
8. The following Documents and Annexure have been duly filled and are being submitted with the Technical Proposal, clearly marked as such.
 - a) General Information
 - b) Bidder Experience for supply of ORB
 - c) List of Customers/ Contracts and Ongoing Projects
 - d) Bidder Firm Personnel Details
 - e) Bidder's Financial Data
 - f) Form of Contract
 - g) Integrity Pact
 - h) Performance Bond
 - i) Bank Guarantee Form
 - j) Domestic Goods (Value added in Pakistan)
 - k) Major Equipment installed
 - l) Inspection Schedule
 - m) Form of Bid Security
 - n) Constructed ORB Specification
 - o) Constitution of the firm (Company Certification of Registration, etc.) along with copy of Joint Venture Agreement if applicable.
 - p) Details of litigation, if any
 - q) Power of Attorney /Authority by Firm / Company authorizing the individual(s) to sign on its behalf.
 - r) Relevant information/details about the Firm as per requirement and to fill relevant Particulars in Forms (as and where applicable).
 - s) Relevant information, specifications and photographs about Oceanographic Research Boat as per requirement of Tender Documents.
 - t) Last three years audited Financial Statements for Pakistani firms only.
 - u) For Pakistani firms SRB/BRA registration, National Tax Number and amount of Income Tax paid during the last three assessment years (state years of assessment) and online verification for Active Tax Payer List (A.T.L) of Tax department to be submitted.

9. The rates and prices which I / we have entered in our Financial Proposal are without financial and contractual conditions reservations or implications. These have been duly checked, finalized and are correct in every respect.
10. The quoted prices entered in the Financial Proposal and in the Bill of Quantities are fixed, firm and no extra payment is admissible for variations / alteration/addition to comply with the bid as proposed after site inspection, test and trials of the Oceanographic Research Boat.
11. A certificate attesting the signatures of our duly authorized representatives is enclosed who bear the powers necessary to enter into a binding contract.
12. I / we undertake to bear all expenses of visits and stay by NIO representatives for onsite inspections, tests and trials of the ORB, machinery, hull and equipment offered by us.
13. I / we undertake, if our bid is accepted, to sign the Agreement of Contract within Fifteen (15) calendar days after receipt of written Letter of Acceptance from NIO. I / we shall thereafter carryout at our Supply/Construction site the proposed to comply with the bid before dispatch, if any, and deliver as per contractual terms and conditions, the accepted One (01) Oceanographic Research Boat at GSS of National Institute of Oceanography Karachi within the specified supply period in the Contract.
14. If our bid is accepted we will furnish, before signing of the Contract Agreement, a Performance Bond of 10 % of the Contract Price as per terms of bidding documents / Conditions of Contract as assurance for due performance of the contract.
15. If our bid is accepted and the Letter of acceptance is issued to us, we agree to pay all costs towards the preparation of the legally acceptable Contract Agreement (inclusive of stamp duty).
16. I / we further agree to abide by this bid for a Bid validity Period of 180 days from the date of opening of the Bid and it shall remain binding upon us for this Bid validity Period or extended Bid validity Period, if any.
17. Unless and until a formal Contract Agreement is prepared and signed, this bid together with your written acceptance thereof, shall constitute a binding contract between us and NIO.
18. I / we agree that should we withdraw the offer within the Bid Validity Period and / or, in the event that we are awarded the Contract and within the stipulated Bid Validity Period if we fail to sign the formal Agreement and / or fail to furnish Performance Bond, National Institute of Oceanography Authority shall have full right to forfeit our Bid security.
19. I / we agree that you are not bound to accept the lowest or any bid that you may receive and that the bidding documents constitute complete transparency, and I / we shall have no claim as to NIO's bid evaluation procedure and criteria for selection of equipment and decision for Award.
20. **ACCEPTANCE** unless and until the formal Agreement is executed, this offer, together with the National Institute of Oceanography's written acceptance, shall constitute a binding contract between us. I / we understand that the National Institute of

Oceanography is not bound to accept the lowest or any offer received and that you will not bear the expenses incurred by us in bidding process.

I / we hereby certify that the prices specified and other information contained in this bid and the Signatures below are those of duly authorized officer of the Company, having the powers necessary to enter into a binding contract.

Dated this, Day of 2022.

Authorized

Signature(s).....

In the capacity of

.....

Duly authorized to sign Bid for and on behalf of

.....

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

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

Seal.....

Tel. No..... Fax No.....

E-mail address

In the presence of:

Witness

Address.....

.....

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and relevant parts will become part of the Contract Agreement once signed).

A) GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called NIO) wishes to receive Bids for the construction/ supply of Oceanographic Research Boat (sea going class) capable to operate in shallow waters of Pakistan, fairways, anchorages, channels, creeks, Harbors, and basins in different weather and tidal conditions including monsoons, summarized in the Bidding Data (herein after referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

NIO has arranged funds from its own sources.

IB.2 Eligible Bidders

2.1 Bidding is open to all Shipbuilding/Boatbuilding Yard/Manufacturing firms/Suppliers with relevant experience meeting the following requirements:

- a) FBR Registration Certificate.
- b) Sindh Revenue Board (S.R.B) Registration Certificate
/Baluchistan Revenue Authority (B.R.A) Registration Certificate.
- c) Proof of Active Taxpayer List (A.T.L) issued by Federal Board of Revenue (F.B.R).
- d) Valid Professional Tax Certificates.
- e) Certifications, documentations, construction required as per requirements of an ORB
- f) Experience of similar nature of work for minimum of 05 years.
- g) Bank Draft / Pay Order/Bank Guarantee of fixed amount Pak Rs. 1.7 million (Pak Rupees Seventeen Hundred Thousand only) as Bid Security in favor of NATIONAL INSTITUTE OF OCEANOGRAPHY to be attached with Technical Proposal.
- h) An undertaking that firm(s) or its affiliates / concerns are not blacklisted by any Government/ Public Sector Departments.
- i) An undertaking that there is no litigation case with any client.
- j) All relevant professional registration, licenses and documents needed for similar nature of works.
- k) Dealership/representative Certificate from the OEM that the bidder is legally

- authorized to provide the requisite product incase representing an OEM.
- l) List of clients, customers in the last 10 years, with work completion certificates.
 - m) Work orders of the last 5 years equivalent to Pak Rs. 50 million and above.
 - n) List of current Professional & Technical officers and staff on company payroll.
 - o) Evidence of Technical backup/workshop and provision of after sales services in Sindh / Balochistan.
 - p) The product offered should meet the specifications or should be better / latest than the one demanded.
 - q) Bidder would sign at the bottom of all the pages of bidding documents his name to confirm that he agrees to these terms and conditions.
 - r) The Bidder must have a financial competency and annual turnover of the company more than Pak Rs. 300 million in the last financial year. Audited report of last 3 years must be attached
 - s) The bidder must provide the Tax Return statement for last 3 years
 - t) Bank Certificate supporting the company's turnover must also be attached.
 - u) The bidder must submit the detailed company profile to ascertain their competency to manufacture and supply the items required in the tender.

2.2 Technical Specification

- 2.21 To meet the requirements of Tender pertaining to broad parameters and criteria for Specifications of ORB that includes Main machinery, equipment and material including Propulsion Machinery, Electrical Generators, Pumps, Compressors, Hydraulic equipment, Deck machinery, Hull plating, Navigation and Communication equipment, Fenders, Fire Fighting, Life Saving equipment from any origin built/make/manufactured as per approved internationally recognized Classification Society.
- 2.22 To expressly confirm to deliver at GSS of National Institute of Oceanography in operational condition, on the Date of Delivery of ORB committed by us.
- 2.23 Joint venture parties are allowed to submit bids and the criteria of evaluation of the joint venture will be on the basis of one of the joint venture members qualifying under Clause 2.1(a) of these Instructions to Bidders. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to NIO for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without prior consent of NIO. Before award of contract, the successful bidder be liable to furnish joint venture agreement. Each member of the joint venture will be severely and jointly liable to NIO for the performance of the contract.
- 2.24 Only the Bids which are established as eligible in terms of these Tender documents shall be considered for further evaluation.
- 2.25 Bidders / Original Equipment Manufacturers (OEMs) from all countries of the world are eligible except from Israel, India and Taiwan.

Important Note:

- The copies of all the above-mentioned certificates along with copies of works

completion certificates/ work orders and establishment of the organization/firm/ company etc. shall be attached with the Bid. In case of incomplete information or missing copies of certificates, the bids may be declared non-responsive.

- Any bidder having been black listed by PPRA / Government Ministries/ Departments, Autonomous Body, Public Sector or any other organization, will be ineligible to participate in the bid.

IB.3 Cost of Bidding

- 3.1** The bidder shall bear all costs including bidding documents fee (Rs.2500/- in shape of Pay Order/Demand Draft in favor of National Institute of Oceanography) and other costs associated with the preparation and submission of its bid and NIO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Successful bidder shall/may be responsible to prepare and pay the required expenses for the Contract Agreement document on bond paper with a relevant stamp fee. All relevant bid documents will form part of the Contract.

B) BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

- a. All bidding Documents to be duly filled, signed and stamped on each page.
- b. The name and address of the firm with fax and telephone numbers and proof of registration of the firm, year of inception and nature of business, whether a joint venture, private, public limited or partnership. Details/documents of any joint venture, partnership agreement and/or memorandum and articles of association should also be submitted.
- c. Past experience of the firm for supply/constructing of ORB, at least 2-3 supplied. Evidence to be provided.
- d. Any information / details required pertaining to technical specifications of ORB, its General Arrangement Plan to be provided and response to Evaluation Criteria for Technical qualification as per requirement of Tender.
- e. Photograph / Colored Photocopies of the newly constructed ORB/survey boat (sea going class) from all sides should be provided.
- f. Current Contracts of under Supply/Construction of ORB/ survey boats in hand (if any).
- g. Financial soundness certificate from the Banker of the Tenderer (for foreign firms) and audited financial statements for the last three years (only for Pakistani firms)
- h. Details of litigation if any with the clients.
- i. Complete name, address of the local associates / agent and authorization certificates by the principals regarding their role during bidding process and execution of contract.

- j. Presentation on Power Point showing the 3D view/General Arrangement Plans of the ORB to be supplied showing all compartments, Machinery & equipment (including underwater hull & propulsion system, engine room, deck) layout and layout of Bridge (at the time of contract).

4.1 In addition to Invitation to Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

- a. Instructions to Bidders & Bidding Data
- b. Form of Bid
- c. Conditions of Contract & Contract Data
- d. Standard Forms
- e. Technical and Qualification Criteria
- f. Bill of Quantities

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify NIO at NIO's address indicated in the Bidding Data.

5.2 NIO will respond to any request for clarification which it receives earlier than seven (7) days prior to the deadline for the submission of Bids. Copies of NIO's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of Bids, NIO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to NIO.

To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, NIO may at its discretion extend the deadline for submission of Bids.

C) PREPARATION OF BIDS

IB.7 Language of Bid

7.1 The bid prepared by the bidder and all correspondence and documents relating to the

Bid, exchanged by the bidder and NIO shall be written in the English language.

IB.8 Documents Comprising the Bid

- 8.1** The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Bid Security furnished in accordance with Clause IB.13 as well as bidding documents fee as per Clause IB 3.1.
 - (d) Power of Attorney in accordance with Sub-Clause IB 14.5.
 - (e) Documentary evidence in accordance with Clause IB.11
 - (f) Documentary evidence in accordance with Clause IB.12.
- 8.2** The Bidder shall mention in the Financial Proposal on the appropriate Bill of Quantities / B.O.Q, as a single consolidated package for the performance of the Contract. The price shall be inclusive of all costs, risk and expenses as incurred by the bidder for the Tender.
- 8.3** In the technical proposal each major equipment/ Assembly /Panel/Hulls Plates/ accessories pairs are to be mentioned along with quantities.
- 8.4** Prices indicated on the Price Schedule / B.O.Q. shall be entered separately.
- 8.5** Fixed Price: The Prices quoted by the Bidders shall not be enhanced and the price as entered in Letter of Intent by NIO shall remain fixed during the Bidder's performance of the Contract

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

IB.9 Sufficiency of Bid

- 9.1** Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2** The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Documents establishing the ORB Eligibility and Conformity to Bidding Documents

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

- 10.1** A detailed description of the offered ORB/ survey boats, along with technical specifications and performance characteristics in response to requirements of Tender Documents. Moreover, latest photographs to be provided for forward, aft, side-views and plan of the ORB.

10.2 List of relevant machinery and equipment with the makes, models and capacity / ratings, origins etc.

IB.11 Bid Prices, Currency of Bid and Payment

11.1 The bidder shall fill up the Schedule of Prices indicating the unit rates and prices of the Works to be performed under the Contract. Unit rate offered for an item shall be considered up to two significant decimal places for evaluation purposes by NIO. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

11.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

11.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB. 12 Documents Establishing Bidder's Eligibility and Qualifications

12.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

12.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.13 Documents Establishing Works' Conformity to Bidding Documents

13.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

13.2 The bidder shall note that standards for workmanship, material and equipment, designated by NIO in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.14 Bid Security

14.1 Each bidder shall furnish, as part of his bid a Bid Security Bank Draft / Pay Order/Bank Guarantee in the fixed amount of PKR 1.7 million (Pak Rupees Seventeen Hundred Thousand only) in favor "**National Institute of Oceanography**" from a stipulated Bank (National/Foreign). The validity period up to 6 months (180) days beyond the bid validity date. No cash / personal cheque or any other financial instrument is acceptable. Bid Security should be attached to the "Technical Proposal".

14.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by NIO as non-responsive. Bid Security not attached to the "Technical Proposal" will also be considered non-responsive.

- 14.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price,
- (c) in the case of a successful bidder, if he fails to:
 - i. furnish the required Performance Security or
 - ii. sign the Contract Agreement, in accordance with Sub-Clause IB.20.2

IB.15 Validity of Bids, Format, Signing and Submission of Bid

- 15.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 15.2 All Schedules to Bid are to be properly completed and signed.
- 15.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 15.4 Each bidder shall prepare Original and one copy specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 15.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 15.6 The Bid shall be delivered in person, through courier service or sent by registered mail, or as specifically instructed by NIO otherwise, at the address to NIO as given in Bidding Data.

D) SUBMISSION OF BID

IB.16 Sealing and Marking of Bids

- 16.1 The Bidders shall seal the Original and each Copy of the Bid in an inner & an outer envelope, duly marking the envelopes as "Original" and "Copy."
- 16.2 The bidding procedure shall be under Rule 36(b) of the Pakistan Public Rules-2004. The bid shall comprise of **a single sealed package containing two separate sealed envelopes**. Each sealed envelope shall contain separately the Technical Proposal and Financial Proposal. The sealed envelope shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion. The envelope of Technical Proposal shall contain the pay order in separate envelope for the Bid Security.

IB.17 Deadline for Submission, Modification & Withdrawal of Bids

- 17.1 Bids must be received by NIO at the address/provided in Bidding Data not later than the time and date stipulated therein. In the event of the specified date for the submission of bids declared a holiday for NIO, the Bids will be received up to the appointed time on the next working day.
- 17.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 17.3 Any bid received by NIO after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 17.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by NIO prior to the deadline for submission of bids.
- 17.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.14.4(a).

E) BID OPENING AND EVALUATION

IB.18 Opening, Clarification and Evaluation

- 18.1 NIO will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders` designated representatives and anyone who choose to attend. The Financial Bids will remain unopened and will be held in custody of NIO until the specified time of their opening. NIO will record the minutes of Technical Bid opening.
- 18.2 The Bid security shall be attached with Technical Bid only. Any Bid in which Bid Security is attached with Financial Bid shall be rejected.
- 18.3 The financial bid of only technically responsive bidders shall be opened. The financial bid of technically non-responsive bidders shall be returned to the non-responsive bidders without opening.
- 18.4 The bidder's name, Bid Prices, any discount, and such other details as NIO at its discretion may consider appropriate, will be announced by NIO at the financial bid opening. NIO will record the minutes of the financial bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- 18.5 To assist in the examination, evaluation and comparison of Bids the NIO may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 18.6
 - (a) Prior to the detailed evaluation, NIO will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and

conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by NIO in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

18.7 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

18.8 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by NIO, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

18.9 NIO will evaluate and compare only the bids previously determined to be substantially responsive. Bids will be evaluated for complete scope of works.

18.10 NIO team of 03-04 persons may visit the building yard where the ORB is being built in order to ascertain the above requirements. All expenditures for the visit of the NIO team to ship building/boat building yard shall be borne by the contractor/shipyard/boatyard firm.

18.11

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Financial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

IB.19 Some important features for evaluation/inspection of ORB

While determining the technical suitability / eligibility, NIO in addition to above, may take into consideration as here under

19.1 All provisions, components, material, main and auxiliary machinery of ORB, sub-

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

- 19.2** To ease availability of spares, NIO shall prefer that the main and auxiliary machinery shall be of reputable familiar origin with manufacturers of machinery who possess authorized repair workshop / facilities and after Sales service for Spares through their local representatives in Karachi Pakistan.
- 19.3** All provisions, installations, components, material, main and auxiliary machinery of ORB, sub-assemblies, parts etc. shall be marine oriented items recommended by International Classification Society. The proposed material, system and items shall be fit for sea worthiness and not for industrial, commercial or other use only, such as cables shall be the marine cables, electrical and other fittings shall be of marine type etc. Main Engines 2 Nos. marine type (Semi-Automatic type preferable) of EU, US, and Japan reputed companies with authorized R&M Workshop backup facility and prompt Spares supply should be available at Karachi (evidence to be provide with technical bid). Original Equipment Manufacturers (OEMs) from Israel, India & Taiwan are not acceptable
- 19.4** All supplies, installations and functioning of systems etc. employed for the construction of the ORB shall be in accordance with the standard maritime practice and rules.
- 19.5** The ORB to be delivered by the bidder shall ensure the most economical, easier and highly productive use, when in use at National Institute of Oceanography.
- 19.6** Should there be details of certain part, component, provision, material and dimensions etc. is not available in the bidding documents, the bidder shall properly take into account such items as per NIO's recommendations. The bidder shall submit a comprehensive and competitive bid offering to construct and/or deliver the specified ORB, meeting all standards and requirements as applicable for sea going vessels. Safe and efficient use of purpose of the ORB to be constructed is to be ensured.
- 19.7** Improper, sub-standard, under or excessive over rating as compared to the specified or as per normal requirement of machinery, material, design, provisions would tantamount to the rejection of bid. Provision of safety, environmental, navigational, firefighting, and lifesaving equipment shall be examined as per normal requirement of a ORB, as approved by IACS/ MMD, Pakistan.
- 19.8** The General Arrangement Plan or convincingly improved general arrangement plan shall be submitted by the bidder along with his bid. The credentials of designer, builder and procedure for surveys, approval drawing, docking, tests and trials and warranty shall be taken into account for comparison of bids. Along with 3D view in soft copy and physical model is to be presented before opening of financial bid.
- 19.9** Submission of convincing and acceptable schedule of requirement, drawings and follow up of supervision of construction is to be committed by the bidder.
- 19.10** The finished product shall meet the specifications, parameters, draught, speed, capacity and use of purpose etc. as given in the bidding document.
- 19.11** NIO may waive any minor informality or non-conformity of technical requirement

etc. or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative financial ranking of any Bidder.

- 19.12** NIO reserves the right to accept or reject all Bids, and to annul the bidding process at any time prior to award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders. NIO shall not be bound to accept the lowest or any other tender and reject the same other or all the bids without mentioning reason.
- 19.13** The conditional bids and bids not complying the instructions about machinery/ material etc. Signature, stamp shall be rejected.
- 19.14** NIO at its discretion may or may not assign the work of clearance of tendered ORB, beside direct payment by Purchaser / NIO of the duties and taxes to the concerned agencies.
- 19.15** Any allowance or conditions requiring price adjustment during the Warranty Period of execution of the Contract.
- 19.16** Additional provision, over and above the condition of contract / technical specification, offered if any.

IB.20 Process to be Confidential

- 20.1** No bidder shall contact NIO on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by NIO. The technical evaluation result shall be announced at least seven (7) days prior to opening of financial bids. The final evaluation report shall be announced at least fifteen days prior to the award of contract.
- 20.2** Any effort by a bidder to influence NIO in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than seven days after the announcement of technical evaluation report and five (5) days after the announcement of final evaluation report. The redressal of grievances will be conducted as per Public Procurement Rule 48.

F) AWARD OF CONTRACT

IB.21 Post Qualification

- 21.1** NIO, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
- 21.2** Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.
- 21.3** The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications, as well as such other information required in the Bidding Documents.

IB.22 Award Criteria & NIO's Right

- 22.1** NIO will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, being the most advantageous bid in this case. Provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.
- 22.2** Notwithstanding Sub-Clause IB.19.1, NIO reserves the right to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for NIO's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.23 Notification of Award & Signing of Contract Agreement

- 23.1** Prior to expiration of the period of bid validity prescribed by NIO, NIO will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 23.2** Within Fifteen (15) days from the date of furnishing of acceptable Performance Security (use P P R A standard form) under the Conditions of Contract, NIO will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. The Bidder shall be responsible to prepare the Contract Agreement on Bond Paper with the appropriate stamp fee.
- 23.3** The formal Contract Agreement between NIO and the successful bidder shall be executed within Fifteen (15) days of the receipt of Form of Contract Agreement by the successful bidder from NIO.

IB.24 Performance Security

- 24.1** The successful bidder shall furnish to NIO a Performance Security (10% of the value of the bid) in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.(Use PPRA standard form)
- 24.2** Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.25 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact for all procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

IB.26 ADDITIONAL INFORMATION FOR CLARITY

1. RECEIPT OF BIDDING DOCUMENTS

- Can be received from the Project Office/Administration of NIO, ST 47 Block 1 Clifton Karachi-75600, after the publication of invitation to tenders during office hours
- Cost of Bidding Documents is Rs.2500/- (Rupees Two Thousand Five Hundred only).
- Bidding Documents will remain available till the last day fixed for submission of the same.
- For any issue contact Project Director or Deputy Director Admin & Finance 9221-99251172 & 74 only. NIO takes no responsibility of any information given out by any other NIO personal in this regard and discourages this practice to using any means to influence, pressure or any means of any nature to extract organizational information. **And if found indulging in this, NIO has the discretion to “disqualify” on these grounds.**

2. ESTIMATED COST/BID SECURITY

Bank Draft / Pay Order/Bank Guarantee of fixed amount Pak Rs. 1.7 Million (Pak Rupees Seventeen Hundred Thousand) only, as Bid Security in favor of NATIONAL INSTITUTE OF OCEANOGRAPHY to be attached with Technical Proposal.

3. BIDDING VALIDITY

Bids shall remain valid for a period of six months (180) days after opening of Bid on the date prescribed by the Procuring Agency.

4. BID OPENING

- Date: 30th April, 2022
- Time: 11:30 am
- Venue: NIO Conference Room, ST 47 Block 1 Clifton, Karachi-75600.
- Bids will be opened in the presence of bidders or their representatives who may intend to join.

5. BID SUBMISSION:

- a. **Single Stage Two envelope method** will be followed.
- b. Bidder will provide all the documents required to meet the eligibility criteria. If anything is missing or not in accordance with the requirement of NIO, NIO would be authorized to consider it ineligible.
- c. Bidder offering quality product as demanded at the lowest price will be awarded the contract.

- d. Bids can be submitted till 30th April, 2022 at 11:00 am.

6. APPROVAL OF SAMPLE

- a. Bidder will provide Architectural Design, full specifications pictures, 3 D model digital and physical model and details of all the products they intend to supply and use in the building of the boat.
- b. Successful bidder will provide a sample for approval before the supply.
- c. NIO can ask the bidder to change the sample to meet its requirement.

7. EVALUATION CRITERIA

- a. Bidders will have to meet the minimum eligibility criteria
- b. Bidders who are eligible will be evaluated on the basis of their quoted quality and price.

8. MINIMUM ELIGIBILITY CRITERIA

Bidders are instructed to provide the information and documents in support of their Technical Bid. Failure to provide any of these would render the bidder ineligible, subject to clause 5 of these documents.

9. SPECIFICATIONS/BRAND

- a. Products offered should be in accordance with the given specification.
- b. NIO may ignore any trivial variations if it does not have any impact on the objective of Procurement.
- c. Only renowned and proven brands in Pakistan and the business should be used in the building, fabrication, equipment/instrumentation used in the boat.
- d. Complete in house after sales services setup support should be available

10. ACCEPTANCE OF BID

- a. Technically eligible bidder offering the lowest price will be considered as most advantageous bidder and his bid will be accepted.
- b. In case such bidder fails to move ahead in the process, the bidder next to him in evaluation list would be given the chance if NIO management wants so. The option of giving chance to the next would be available to procuring agency till the whole list is exhausted.
- c. Bid security of the bidders not proceeding ahead in the process after getting the intimation from the procuring agency will be forfeited.

IB.27 WARRANTY

Warranty for free replacement / repair starting from the date of delivery for a period as specified by the manufacturer of the instrument, parts, equipment and material used.

- 27.1** Repair / replacement would be made in case any defect is produced by the product in mechanical, electrical, or body parts.

- 27.2 Defects caused by the negligence of the procuring agency would not be covered. Decision whether a defect is caused by the negligence of procuring agency or not would be made by the Arbitration committee constituted by the procuring agency for managing the contract under rule 68 of PPRA Rules 2014.
- 27.3 Repair of the defected part would be allowed only if the Arbitration committee being satisfied that repair would be a satisfactory and long-lasting solution to the problem allows so.
- 27.4 Repair for the same defect would never be allowed twice and the contractor will have to replace it.

IB.28 RECEIPT OF PRODUCT DELIVERY

- 28.1 Supplier would be bound to deliver the products within 60 days after issuance of work order at the points mentioned by the procuring agency anywhere in the country at his own risk and cost.
- 28.2 Tentative points of delivery are Gwadar, Balochistan or any other point on the coast of Pakistan. Any change or amendment in these is possible.
- 28.3 Product inspection committee of NIO would inspect the products and would prepare a report on the basis of which the delivery certificate would be issued

IB.29 VARIATION IN THE SPECIFICATION OF PRODUCT

In case the contractor is unable to supply the product having same specification as mentioned by him in his bid of the contractor or procuring agency mutually decide otherwise, he would be allowed variation on the following conditions:

- 29.1 The product with changed specification is acceptable to the procuring agency. Arbitration committee would decide the same and the approval of the Director General would be mandatory.
- 29.2 The variations in specification should result in the acquisition of products better in quality and version than the one originally offered.
- 29.3 The variations should in no case bring any monetary benefit to the bidder. The prevailing price of the product after variation should be equal or more than the one originally offered.
- 29.4 Procuring agency would not bear any additional cost because of variation.

IB.30 FOCAL PERSON

For assisting in the submission and preparation of bidding documents Project Authority/Director General.

IB.31 PRICE QUOTING

- 31.1 Price will be quoted in Pak rupees and shall be inclusive of all taxes.

- 31.2** Price will be mentioned in words as well as figure. In case of any difference the one in words will be accepted as correct.
- 31.3** NIO reserves the right to reject all the bids / proposals at any time prior to acceptance of a bid or proposal.
- 31.4** All tenders should be submitted in a sealed envelope. The envelope should contain the complete information of the bidder name and address. If the envelope is not sealed and marked properly, the Tendering Agency shall assume no responsibility for the bid's misplacement or premature opening.

I have read all the terms & condition, and agreed upon it therefore submitting my bid for above reference tender.

Name and Designation: _____

Signature & Company Stamp: _____

Company Name and Address: _____

Telephone No. Office: Mobile: _____

SECTION III
BIDDING DATA
&
TECHNICAL SPECIFICATION

BIDDING DATA
OCEANOGRAPHIC RESEARCH BOAT

S. No.	Description/Specifications	Firms Reply (Complied /partially Complied/ Not Complied)	Firm's Remarks and proposals Reference
Note	<p><u>Guidelines For Firm For Submitting Technical Proposals For Technical Evaluation</u></p> <p>Firm is required to Clearly Mention Complied/Partially Complied/ Not Complied Remarks Against Each Clause and qualify same through mentioning references in respective Clause from the attached firm's Technical proposal/brochures.</p>		
1.	<p><u>Technical/Operational Specification – 01 x Oceanographic Research Boat</u></p> <p>01 x Oceanographic Research Boat (ORB) may be designed as either One level (as Main deck) and/or Level 1 to house the flybridge with controls for A frame, anchor winch, crane etc. Should support installation of Multi Beam Echo Sounder (MBES), Single Beam Echo Sounder (SBES), Side Scan Sonar (SSS) etc, for undertaking high resolution geophysical/oceanographic survey in shallow/confined waters. The ORB should be a powerful operational craft to be safely operational under all sea, wind and weather conditions of the Arabian Sea.</p> <p>The ORB should be of a proven design, with minor changes in habitability related requirements only. The boat shall be built to sea going design, plan and standards of relevant authorities for heavy duty and long oceanographic services.</p> <p>General Characteristics of boat are as under:</p> <p>a. Hull Form Type Glass Reinforced Plastic (GRP)/Steel/Aluminum. Only imported raw materials to be used. Please provide details of the raw materials, its imports, reliability, strength and relevant certificates used in their manufacturing.</p> <p>b. Length 14 – 16 m (Cabin space approx. 90-100 sq ft, Aft deck approx. 170-200 sq ft)</p>		

	c. Beam 5 – 7 m (approx.)		
	d. Draft Not less than 1 and not more than 1.6m and propellers should not project/ protrude below keel in such a way so as to avoid damage to boat's propulsion system in case of grounding during survey in shallow waters.		
	e. Speed Boat should be able to operate on multiple speeds i.e. Survey speed 2 – 7 Knots for 8 – 10 hours / day and cruising speed max of 20 Knots approx. at standard displacement.		
	f. Operating capability Capable of operating up to Sea State 2, conditions of Arabian Sea		
	g. Crew Crew 1 person (Boat Operator) capacity to carry 8-10 person day trip and at least 6 persons for 24 hrs, along with survey equipment		
	h. Endurance 2-4 days at sea Minimum 250 Nautical Miles at cruising speed 20 knots		
	i. Raw material for construction The bidder should submit the raw material data sheets which will be used in the manufacturing of the ORB including resin and reinforcements. The same should be IACS approved materials		
2	FUNCTIONS OF BOAT		
	The boat shall be able to carryout geophysical and oceanographic survey operations up to a minimum water depth of 1.5 meter below echo-sounder transducers.		
	The boat shall be designed to be operational and maneuvered safely and effectively at speed with full complement in sea conditions. The boat shall be very stable and resistant to capsize.		
	The boat shall offer good maneuverability and throttle response throughout its speed range and particularly when coming alongside or breaking away from jetty or an underway vessel at its full load and complement.		
	Grounding of the boat is a professional hazard wherein the boat may be grounded during the survey. Therefore, design and construction, therefore, should be able to withstand such sudden impacts without any compromise to the integrity of the hull, the propellers, appendages and machinery.		
	The boat should not plane at operating speed of 6 – 7 knots in such a manner to expose the hull mounted transducers.		
3	WHEEL HOUSE CUM CABIN/COMPARTMENT		

	<p>The compartment may be approximately 6 +/- 0.5 m in length (approx. area 90-100 sq ft) and accessible from the aft deck through a water tight weather proof door on the aft bulkhead. This compartment is required to be insulated all around for effective Air-Conditioning and protection from water splashes. Minimum requirement of wheel house cum survey cabin are as under:</p>		
	a. The cabin shall be fitted with arrangements for conning the vessel and for navigation, control panel for A frame, davit etc. geophysical, oceanographic equipment.		
	b. The compartment shall have a canopy over it to provide a clear head room of not less than 2.0 m. This cabin may be provided with all round marine standard windows.		
	c. The front windows shall be of fixed type and the side windows shall be hinged water tight open able. The front windows shall be provided with wind screen wipers.		
	d. The compartments (Main deck &/ level 1) should have arrangements to put computers and displays of survey equipment for helmsman and science team.		
	e. The compartment/s should have seating (sofa) arrangements convertible to sleeping bunk suitable for crew rest during prolong deployment.		
	f. The compartment/s should have adjustable steel/wooden/GRP arrangements for fittings inside wheel house, adequate for stowage of survey equipment.		
	g. The survey will be conducted/ controlled from this compartment. Therefore, the compartment should have all requisite facilities available in order to conduct the survey for at least 10 hours per day.		
4	<p>OCEANOGRAPHIC SURVEY EQUIPMENT (TO BE PROVIDED BY NIO)</p>		
	a. The transducer for single beam echosounder with dual frequency (33 – 210 KHz preferably) is required with boat.		
	b. Over the side retractable mount is required for Multibeam echosounder (MBES) transducer. Examples of MBES system which may be fitted with a reputed and recognized brand on boat with NIO's approval (NORBIT I WBMS. Teledyne Seabat T 20 – R and Kongsberg EM 2040 P MK-III) etc.		
	IMPORTANT FEATURES OF MAIN EQUIPMENT		
	a. Geophysical and Oceanographic research/survey capacity in shallow waters (100-150m) of Arabian Sea		
	b. Propulsion. Twin Screw, Twin Rudder, Conventional System (Fixed pitch propeller)		

	<p>c. Sea Speed Survey speed 2-7 max cruising 20 knots at normal load and sea conditions at about 90 % of Max. Continuous Rating.</p>			
	<p>d. Main Engines [EU, US and Japan Origin) with Authorized R&M Workshop backup facility & prompt spare supply should be available at Karachi. 2 x marine type sufficient power to give sea speed as specified above. 450-750 hp diesel engines. Total endurance 15 hours (14 hours continuous running @ 90% MCR and 1 hour continuous running @ 100% MCR). Main engine shall be supplied with all testing and diagnostic equipment.</p>			
	<p>f. Power Generating System. (EU, US & Japan with Authorized R&M Workshop backup facility & prompt space supply should be available at Karachi. OEMs except Israel, India & Taiwan.</p>	<p>01/02 in No. Brushless A/C Generator sets three phase, to comfortably carry the load of the full suite of instruments. Capable of taking the sea load of boat machinery, equipment and air-conditioning plant at sea. Battery Sets (with Chargers) 24 Volts, high AH, for each Main and Aux. Engines, stand-by, emergency circuits and ship consumer loads including radio network.</p>		
	<p>g. Fuel Tanks & fuel tank capacity</p>	<p>600-750x2 Ltr Sufficient for at least 15 hours continuous running of the Boat at full speed. Fuel tanks shall be installed water separation equipment.</p>		
	<p>h. General Service Pump / Bilge Pump</p>	<p>One in No. Centrifugal type. Electrical driven for seawater, firefighting, bilges removal from Engine Room & other compartments, working pressure about 06 bar etc. Removal of bilges from different compartments</p>		
	<p>i. Air conditioning system</p>	<p>Heavy duty system for Wheelhouse and accommodation spaces to</p>		

		maintain Celsius temp. (22 degrees) in extreme hot weather.		
	j. Ventilation system.	Efficient forced ventilation system for Engine Room, Bridge, Accommodation and any other compartments		
	k. Steering system / Steering Wheel / Joy Stick / throttles to be fitted fore and aft.	Effective electro hydraulic system, having two pumps. One pump capable of steering the craft. Emergency steering system to be provided.		
	l. Navigation and Communication Equipment's A 1 area navigational requirement	Two (02) base radio sets 134 Mhz to 174 MHz with fiber glass 3db gain antenna, power 50 watts (Brand ICom/ ICom Compatible), One (01) hand held radio set 134 Mhz to 174 Mhz, Power 5 watts with charger and adopter (Brand ICom/ ICom Compatible), GPS Chart Plotter with A.I.S (Automatic Identification System), Radar. Magnetic Compass, Echo sounder, Binoculars, Whistle (Horn), search lights, wipers etc. are to be provided. Internal communication system between various compartments, engine room, bridge, accommodation and decks etc. to be provided.		
	m. Instrumentation & Controls Engine Controls and monitoring alarms to be fitted on in engine room control panel as well as on bridge	The instrumentation is to include direct/remote sensing dial type gauges on local and remote panels on the bridge. Throttle and telegraph and other control from bridge to the engines, generators, pumps etc.		
	n. Fixed Fire Fighting System (Internal)	CO2 flooding System to cover 60 % of machinery spaces from outside provided.		

		Portable CO2, foam, dry-powder, fire extinguishers to be provided as per safety of life at sea rules. Fire main seawater system throughout the boat Fire detection system in engine room, and preferred at bridge and accommodation spaces.		
5	ACCOMMODATION In order to support research Ops the boat should be fitted with at least following accommodation arrangements:			
	a (Helmsman & Survey Officer 02 x seats)	Upholstered with vinyl leather		
	b Sofa with back	Hardwood Upholstered with vinyl leather (for 3-5 persons)		
	c Table shelf	02 x pieces		
	d Floor	Non-skid		
	e Wall	Decorative interior		
	f Overhead ceiling	Fine finishing		
	g Cabinet/Enclosures	Safe stowage		
	h Adjustable/Metallic /GRP	For fitting Survey equipment		
	j System displays	To support professional hassle free securing of display fittings		
	k Bench at Astern	A GRP/SS bench at astern along aft rail for 03 to 05 persons.		
6	MAST			
	a Mast (Collapsible)	A1 alloy with yard arms for 1 x GPS and 1 x VHF antenna		
7	OUTFITS AND SUPPLIES The boat should be fitted with following outfit and supplies:			
	a Anchor	Appropriate type of anchor		
	b Anchor rope	Nylon 10mm ϕ 50m long with hand operated spool rack		

	c	Mooring rope	Nylon 16mm ϕ 20m long		
	d	Mast head light	DC 24V 10W		
	e	Anchor light	DC 24V 10W		
	f	Life Jackets	10		
	g	Life Buoys	03		
	h	Fire extinguisher	Dry chemical (Cabin) – 02		
	j	Fire extinguisher	Self-expanded (engine room) – 02		
	k	Boat hook	2.5 meter long		
	l	Clock	Quarts		
	m	Hoisting Arrangements: Following hoisting arrangements should be provided with boat for hoisting/lowering of boat for maintenance purposes			
	n	i. Hoisting slings ii. Hull fittings for rigging of hoisting gear iii. Appropriate chowks with cushioning for hull protection			
	o	Gangway/Brow	01 x Aluminum brow with appropriate deck fittings		
8	LIFE SAVING The lifesaving equipment provided with the boat should conform the SOLAS/IMO standards				
9	HEAD (1) & SHOWER (2) The boat shall be fitted with a head & shower facility (inside & outside)				
10	NAVIGATION EQUIPMENT Boat shall be fitted with at least following navigation equipment				
	a	Navigational lights as per Rules of the Road requirements			
	b	Navigational Radar			
	c	Compass for assisting crew in steering survey lines			
	d	Navigational GPS			
	e	S – 57 complaint Electronic Charting System (ECS)			
	f	Siren and Bell required for foul weather			

11	<p>ELECTRIC EQUIPMENTS The boat should be fitted with following electric equipment/instruments:</p> <p>a Battery charging alternator driven by auxiliary diesel engine in Engine Room DC 24V</p> <p>b Switch panel inside the Wheel House with following arrangements: i. DC 24V – 4 points ii. DC 12V – 2 Points iii. AC 220 V through UPS-4 points</p> <p>c. Shore connection box with battery charger of 30 Amp fitted outside cabin or inside engine room near main switch board.</p> <p>d Electric lighting and other instruments: i. Ceiling light cabin 24V 20W ii. Ceiling light cabin engine room 24V 20W iii. Emergency lights inside the Wheel House as alternate of main light</p> <p>e Bracket fan should be fitted inside the Wheel House</p> <p>f. UPS of 03 KW rating for running of survey equipment domestic lights and fan to be provided UPS should be able to input for charging 24 V DC.</p>		
12	<p>KITCHENET The boat shall have kitchenette facility to re-heat food for at least 06 persons. Minimum following items should be included in the kitchenette:</p> <p>a Electric plate</p> <p>b Utensils (Crockery for 6 crew/science members e.g. Cups, Plates, glasses etc. secured in racks).</p> <p>c Water Dispenser</p> <p>d Fridge</p> <p>e Microwave Oven</p>		
13	<p>RELIABILITY OF BOAT Reliability/Availability/Maintainability/construction of boat should be robust. All material, spares and consumable-should be easily available and should have long service life.</p>		
14	<p>A smaller size (2 to 3 persons) boat with capacity to operate in less than 1 meter depth to serve as life boat/smaller sampling boat, with one outboard engine.</p>		

15	The Contractor will get in writing approval of design & specification of all elements and discussed in detail before executing.		
16	Assist/guide NIO is obtaining relevant clearances/licenses paperwork to dock and operate in Pak ports and waters		
17	Relevant trainings of NIO personnel		
18	For clarity purpose, the conceptual layout of a general oceanographic boat, examples of general boat design, port side view, deck views are annexed to this document (copy righted material not to be used for any other purpose)		

BROAD PARAMETERS AND TECHNICAL SPECIFICATIONS OF OCEANOGRAPHIC RESEARCH BOAT (ORB) SEA GOING CLASS

ORB needs to be multipurpose and suitable for geophysical and oceanographic research observations.

- a. Scope of operations dictates the same to be a powerful operational craft, to be safely operational under all wind and weather conditions of Arabian Sea.
- b. ORB needs to be of a proven design, with minor changes to habitability related requirements only. The ORB shall be built to Seagoing design, plans and standards for heavy duty and long operational services.
- c. It needs to have suitable arrangement with sufficient space beside the superstructure for the operators to carryout oceanographic survey operations while attending the ships. From the wheel house there must be clear all around view.

The hull, machinery and equipment to be constructed/installed in order to obtain all relevant Certificates of Class for Hull, Machinery and equipment as specified in Tender Documents.

1. GENERAL ARRANGEMENT PROFILE

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

Builder's Certificate General Arrangement Plan Hull construction and Shell Expansion plans
Machinery, materials and equipment
International Safety Construction Certificate (where applicable)
International Safety equipment and associated Certificates (where applicable)
International Load line Certificate (where applicable)
Anchor and cables Certificate
Shafting and stern gear arrangement
Fuel systems and Tanks
Steering system
Exhaust system
Fresh water and sanitary system Bilge, Ballast and Fire Main system Electrical circuits and wiring diagrams Electronic circuits and diagrams Docking and slinging / lifting plan Cathodic protection system Simplified Stability Booklet Vessel Harbor tests and sea trials reports. All relevant Drawings, Manuals, catalogues and part lists for machinery and equipment as specified in Tender Documents.

2. Hull / Deck / Superstructure

Construction of Hull, Deck, superstructure made from robust and seaworthy materials. The

superstructure should be fitted with sliding safety harness connection from the cabin rear to forward for the use of crew. The hull is to be divided by transverse water tight bulk heads. Deck and bulwark to be fitted with non-slip, Deck and Surface materials. A self-supporting mast will be secured to the wheel house deck heads to allow the fitting of antennas, navigation aids and flag. Draught marks should be marked port & starboard and forward & aft.

3. Main Machinery

- a) Marine Diesel Engines (EU, US and Japan) make of international repute, for which authorized R&M Workshop and Spares back up facilities should be available at Karachi. Electronic Software programming-based Control System may not preference, if other option of direct electro mechanical control between wheel House - Engine Room are available.
- b) Main engine shall be supplied with all testing and diagnostic equipment.
- c) Alternator Sets, any other make of international repute for which authorized dealer to be available at Karachi.
- d) Cathodic protection and anti-fouling systems as per standard marine practice.
- e) Provision of Electrically operated forward winch for handling of wire ropes / berthing hawsers.
- f) Class approved D type heavy duty toughened rubber fenders and high-quality tires all around the boats.
- g) Guide rails fabricated with Stainless Steel 316 coated with rubber / PVC to be provided.

4. Hull Protection

Marine epoxy paint scheme HRP Paint (High Resistance Paint) and anti-fouling system for about five-year warranty (where applicable). All areas including tanks should be coated with relevant approved protective paint system.

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

SECTION-IV

ELIGIBILITY CRITERIA CHECK LIST OF MANDATORY DOCUMENTS

<u>S. No.</u>	<u>Terms & Conditions</u>	<u>Remarks</u>
	FBR Registration Certificate	
	Sindh Revenue Board (S.R.B) Registration Certificate/	
	Baluchistan Revenue Authority (B.R.A) Registration Certificate.	
	Proof of Active Taxpayer List (A.T.L) issued by Federal Board of Revenue (F.B.R).	
	Valid Professional Tax Certificates	
	Pakistan Engineering Council (PEC) Registration Certificate in relevant Category for Boat Building	
	Experience of similar nature of work for minimum of 03 years.	
	Bank Draft / Pay Order/Bank Guarantee of fixed amount Pak Rs.1.7 million (Pak Rupees Seventeen Hundred Thousand only) as Bid Security in favor of NATIONAL INSTITUTE OF OCEANOGRAPHY to be attached with Technical Proposal.	
	An undertaking that firm(s) or its affiliates / concerns are not blacklisted by any Government/ Public Sector Departments.	
	An undertaking that there is no litigation case with any client.	
	All relevant professional registration, licenses and documents needed for similar nature of works.	
	Certificate that the bidder is legally authorized to provide the requisite product. Dealership certification (in case a foreign product is being offered).	
	List of clients, customers in the last 10 years, with work completion certificates.	
	Last work orders of the last 5 years equivalent to Pak Rs.50 million and above.	
	List of current Professional & Technical officers and staff on company payroll.	
	Evidence of Technical backup/workshop and have a footprint & permission to work and provide service in Sindh and Balochistan.	
	The product offered should meet the specifications or should be better / latest than the one demanded.	
	Bidder would sign at the bottom of all the pages of bidding documents his name to confirm that he agrees to these terms and conditions.	
	The Bidder must have a financial competency and annual turnover of the company more than 300 million in the last financial year.	
	Audited report of last 3 years must be attached	
	The bidder must provide the Tax Return statement for last 3 years	
	Bank Certificate supporting the company's turnover must also be attached.	
	The bidder must submit the detailed company profile to ascertain their competency to manufacture and supply the items required in the tender.	
	Certificates of Warranty, Provision of Spare Parts, Provision of After Sales Services and Authority/ Distributorship Certificate	
	Last of Projects for Boats and Supply of Equipment	
	The Bidder must have a complete service center and spare parts center to support the after sales services as and when required.	

SECTION - V
TECHNICAL EVALUATION

TECHNCIAL EVALUATION CRITERIA

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

Mandatory Requirements:

1. Purchase of Bidding documents and to submit the Bid within due date.
2. To submit relevant information and specifications about ORB as per requirement of Bidding Documents. Broad parameters/Criteria for technical specifications are to be responsive.
3. Last three' years audited Financial Statements for Pakistani Firms. Last three (3) years Banker's statement to be provided by international firms (Optional).
4. For qualifying technically minimum marks are required to be obtained in Each Category and overall, of minimum 65 marks.
5. Firms/Local Rep. should be registered with Income Tax Department / SRB/BRA/FBR) on active Tax list (ATL).
6. The Joint Venture / Consortium members will be evaluated as per criteria described in ITB-1.

Category	Description	Min Marks	Max. Marks
A.	Status of firm		
	Public limited /Multinational	10	Points
	Private Limited	08	Points
	Private Owner	06	Points
B.	SUPPLIERS PROFESSIONAL CAPABILITY		
	Building yard facilities for production /Supply of ORB		
	a. Boat yard/Ship Building	12	16
	i. Shipyard - Adequate work facilities e.g Steel cutting, Welding, Manpower, Dock (Sheds), Lifting equipment testing etc. Yard with building of ORB at a time shall score 12 points. Furthermore, Yard with additional capabilities to support of each additional Boat will earn 02 points each.		
	ii. Quality System/Procedures 04 Points ISO 9001, ISO 140001, OHAS 18001, HSEQ-ISM each shall earn 1 point	02	04
		14	20
C.	General Experience ORB/Survey Boats		
	i. 05 Points for Minimum 5.0 Years' experience in construction similar Boats (Seagoing class) / Survey/ ocean research and 01 point for each additional year.	05	10
	ii. 15 points for Construction of at least Three geophysical ORB/Survey and 05 points for every additional Boat construction.	15	25

	iii. 10 points for construction of at least two ORB/Survey Boats (minimum LOA 11 meters, sea going class) and 2.5 points for every additional boat construction (not less than 10 Knots speed, minimum LOA meters, minimum breadth 4.0 meters, sea going class).	10	15
		30	50
D.	Financial Capability based on last three years average; The Bidder must have a financial competency and annual turnover of the company more than Pak Rs. 300 million in the last financial year. 5= 1 year , 8 = 1-3 year, 10= >5 years	5 08	10
	Audited report of last 3 years must be attached	04	05
	iii. Working Capital Minimum Pak Rs 100 million, 1 point for additional Pak Rs. 100 M	03 15	05 20
	Total Points / Marks	65	100

SECTION VI
CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

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

- (o) **“Supplier”** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) **“The Site”** where applicable, means the place named in the PCC.

2. Contract Document

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

3. Corrupt and Fraudulent Practices

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

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

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

4. Interpretation

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

4.2 Incoterms

The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms 2020.

(a) EXW, C&F, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms 2020, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.

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

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

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

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

5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

- 6. Joint Venture, Consortium or Association**
- 6.1** Unless otherwise specified in the PCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1** The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
- 7.2** All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1** Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2** A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1** The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the PCC.
- 10. Settlement of Disputes**
- 10.1** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2** If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such

consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.

11. Scope of Supply

11.1 Subject to the PCC, the Goods to be supplied shall be as specified in Schedules to Bid.

11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.

12. Delivery

12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Supplier are specified in the PCC.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Purchaser's Responsibilities

14.1 Whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

14.2 The Purchaser shall afford all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefore, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause

15.3 This is a Fixed Price Contract; hence the Price Adjustment is not applicable.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the PCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

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

17. Taxes and Duties

17.1 For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For Goods supplied outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent

18. Performance Security

18.1 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.2 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.

18.3 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

19 Copyright

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

20 Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

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

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by

either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

21 Subcontracting

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

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

22 Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

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

23 Packing and Documents

23.1 The Supplier shall provide such packing of the Goods all is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure

to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

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

24 Insurance

24.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms 2020 or in the manner specified in the PCC.

25 Transportation

25.1 Unless otherwise specified in the PCC, obligations for transportation of the Goods shall be in accordance with the Incoterms 2020 specified in the Schedules A and B to Bid.

26 Inspections and Tests

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

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the PCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the NIO

26.3 Team at no charge to the Purchaser.

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

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

attend the test and/or inspection.

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

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

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

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

27 Liquidated Damages

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

28 Warranty

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

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

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

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

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

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

29 Patent Indemnity

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

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

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

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

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

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

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

30 Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct:

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

31 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32 Force Majeure

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

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

33 Change Orders and Contract Amendments

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

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

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

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

34 Extensions of Contract, the Time

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

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

- a) In the event the Purchaser terminates the Contract in

whole or in part, pursuant to GCC Clause 35.1 (a) the purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the purchaser for any additional costs for such similar Goods. However, the supplier shall continue performance of the contract to the extent not terminated

b) If the supplier, in the judgment of the purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the contract

35 Termination

35.1 Termination for Default

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

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

35.2 Termination for Insolvency

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

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

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

35.3 Termination for Convenience

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

36 Assignment

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

B. **PARTICULAR CONDITIONS OF CONTRACT**

1. **INTERPRETATION & DEFINITIONS**

1.1. **Interpretation**

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

1.2. **Definitions**

- a) **'Approved'** means approved in writing including subsequent written confirmation of previous verbal orders.
- b) **'Approval'** means written approval including the aforementioned. Any data or documents submitted with the Tender are only then deemed approved when expressly so fixed in the Contract.
- c) **'Certificate of Arrival/Acceptance'** means the certificate to be issued under Clause 29 of Particular Conditions of Contract.
- d) **"Contract"** means the Contractual Agreement between NIO and the Contractor for the execution of the works and includes the following documents:
- The Letter of Intent by Employer / NIO
 - Letter of Acceptance by Contractor
 - The Agreement of Contract
 - Tender Documents duly filled and required information provided by the Contractor, signed with name of signatures and stamped.
 - Integrity Pact
 - Technical Specifications and details about the ORB submitted by the Contractor.
 - Financial Offers
 - Any other related documents and written commitments of works by Contractor
 - (including submitted Tender documents by Contractor).
- e) **Day, Week, Month and Year** in the Contract means, except where the Contract otherwise requires, calendar-day calendar-week, calendar-month and calendar- year according to the Gregorian calendar;
- f) **Project Manager** means officer delegated the powers by NIO or any other person duly appointed by NIO.
- g) **NIO's Representative** The Director General may appoint any Representative to assist in fulfillment and carry out Project Management duties and responsibilities under the Contract.

- h) Project Manager and NIO Representative's duties and responsibilities:
- i. May exercise the technical authority specified in or necessarily to be implied for the Contract, provided, however the Project Manager is required under the terms of his appointment by the Employer to obtain the specific approval of the Employer before exercising any such authority, particulars of such requirements shall be set out separately. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Manager/Representative.
 - ii. Except as explicitly stated in the Contract, the Project Manager/Representative shall have no authority to relieve the Contractor of any of his obligations under the Contract.
 - iii. The Representative appointed by and be responsible to the Project Manager to carry out such duties and exercise such authority as delegated to him by the Project Manager under sub-clause iv.
 - iv. The Project Manager may from time to time delegate to the Representative any of the duties and authorities vested in the Project Manager and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor
- i) **“Goods”** and / or **“Oceanographic Research Boat” (ORB)** means geophysical & oceanographic survey Boats Twin Screw, Sea Going Class, to be supplied under the Contract along with equipment machinery, materials, services, works etc. is required to provide under the Contract.
- j) **“Letter of Intent” (LOI)** means the formal letter of intent issued by NIO to the successful Tenderer / Lowest Evaluated Bidder to proceed further as per provisions of Tender Documents for acceptance of his Tender / signing of Contract Agreement.
- k) **‘Newly Constructed ORB’** means from the date of opening of the Technical Proposals (a) yet to be built or in process of construction or (b) built but not used for any survey operations / survey.
- l) **Origin of Goods and Services** “Origin” means the place where the tendered ORB Twin Screw, Sea Going Class are produced or from which the ancillary services are supplied. The origin should not be from Israel, India& Taiwan
- m) **‘Period of Delivery’** means the period on which the newly constructed ORB Twin Screw, Sea Going Class is to be delivered as per Clause 2.2 of the Particular Conditions of the Contract-Section III and Serial No.7 of the Summary of Stipulations Section VII of the Contract.
- n) **‘POL’** means petroleum or other products (fuel/lubricants/grease).
- o) NIO means the National Institute of Oceanography, headed by the Director General and

represented by :-

National Institute of Oceanography
ST-47, Block-1, Clifton, Karachi-75600

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

2. Period of Delivery

- 2.1. The Period of Delivery of ORB shall be the essence of the Contract.
- 2.2. The Period of Delivery of the ORB shall be not later than 11 months after the signing of Contract Agreement

3. The Contract Price

The Contract Price shall be fixed in Pak Rupees and shall not be increased. All payments shall be made in Pak Rupees.

4. Terms of Payment

- 4.1. The Purchaser will make the required payments to the Supplier as per agreed milestones indicated in the Contract Agreement.

5. **Defect Liability**

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

6. **Liquidated Damages**

6.1. (a) The Purchaser shall be entitled to liquidated damages from the Supplier if the delay is on Supplier's account and not due to any delay on Purchaser's account for delayed delivery of the ORB by not later than 11 months after signing of the Contract Agreement at the rate of Pak Rs. 100,000/- (Pak Rupee One Hundred Thousand only) per day up to a maximum of 10 percent of the Contract Price.

(b) The term "Delivery" for the purpose of liquidated damages shall be after confirmatory and acceptance tests and trials at Gwadar, Pakistan and issuance of Acceptance Certificates by NIO.

6.2. **Speed**

For the purpose of determining the ORB actual speed, sea trials shall be carried out as prescribed by the Purchaser. This will be carried out in fair weather and calm Sea, the Supplier shall pay to Purchaser compensatory/ liquidated damages for variation and deviation from the specifications given and hampering the operations for which the ORB is being procured.

6.3. **Draught**

Should the actual draught of the ORB exceed the prescribed limit then the Supplier shall pay to Purchaser as liquidated damages an amount equal to 0.75% of the Contract Price for each 0.05 meter excess draught (mean draught should not be exceeded to 1.6 meter with excessive trim).

Should the draught of the ORB exceed than the acceptable limit, Purchaser will have the right to refuse accept the ORB. The Supplier shall remedy the deficiency until the draught is in accordance with the specification in which case the above mentioned liquidated damages shall still be applicable.

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

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

6.6. If the Supplier fails to deliver by the Date of Delivery of Newly constructed ORB (sea going class) , NIO shall, without prejudice to its other remedies under the Contract, deduct from the

Contract Price as liquidated damages, the specified amount per day in Serial No.10 of the Summary of Stipulations-Section VII of the Contract from any balance or guarantee available with NIO until actual delivery of performance up to a maximum deduction in the said Summary of Stipulations. Once the maximum of the Liquidated Damages is reached NIO may terminate the Contract pursuant to this Clause-35 of the General Conditions of the Contract.

7. **The Rates**

All payments shall be made in Pak Rupees.

8. **Performance Bond**

8.1. The Supplier shall submit a Performance Bond from a Pakistani Scheduled Bank located in Pakistan or Foreign Bank Guarantee with counter Bank Guarantee of Scheduled Bank of Pakistan for the proper and conscientious execution of the Contract before the signing of Contract in the form of a bank guarantee. The amount of the bank guarantee shall be 10% of the total Contract Price.

8.2. All costs (inclusive of stamp duty) incurred in respect of submission of Tender and signing of Contract and submission of Performance Bond shall be borne by the Supplier and NIO will not bear any expenses in this regard whatsoever. Duty / taxes to be paid by NIO in Pak Rupees.

8.3. The Performance Bond shall be denominated in the currency of the Contract, and shall be in accordance with format of form prescribed in Tender document and issued / endorsed by a bank (as mentioned above) and acceptable to NIO.

8.4. The Performance Bond shall be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations for 24 (Twenty Four) months, under the Contract and the Purchaser having issued the Final Acceptance Certificate and Supplier having transferred to the Purchaser the ORB on expiry of contract Warranty Period.

8.5. The Performance Bond is binding, irrespective of variations, changes or time extension, which are granted or agreed upon.

9. **Warranty / Guarantee**

9.1. The Supplier shall warrant that the Goods supplied under the Contract are of the proven design, robust structure and materials, machinery equipment are of international marine standard confirming to requirements of Classification Society. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the environmental and operational conditions prevailing in the Arabian Sea.

9.2. The Warranty shall remain valid for the ORB for 24 (Twenty Four) months after the date of completion of Confirmatory Tests in Gwadar, Pakistan and delivery to NIO of ORB. For warranty purpose the Supplier shall keep a Warranty Engineer available at short notice to attend as and when required any defect developed during the Warranty Periods at Supplier's own cost, risk and expense.

10. The Purchaser shall promptly notify the Supplier in writing of any claims arising during the Warranty. Upon receipt of such notice, the Supplier shall, with all reasonable speedy repairs or replace the defective Goods or parts thereof without costs to the Purchaser ensuring to retrieve the acceptance status.
11. If the Supplier,(after having been notified), fails to immediately rectify/remedy the defect(s), the Purchaser proceed after 07 days, if any adequate action is not taken by Supplier to take such remedial action as necessary at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser have against the Supplier.
12. Corresponding amount for cost of repairs will liable for deduction before/after repairs from the Performance Bond or any other payments due to Supplier after Purchaser's notification of the discovered defects, if the Contractor does not remedy the same to the satisfaction of Purchaser or Surveyor of Classification Society as the case may be.
13. During the Warranty Period the Supplier (through his Warranty Engineer / Master) will get NIO personnel/scientists trained for handling and maintaining the ORB professionally and efficiently for initial a period of 04 weeks.
14. The Contract shall not be considered as completed until the Completion Certificate of Due Performance shall have been issued by NIO after the expiry of the Warranty Periods of Newly Constructed ORB. The issue of this Certificate by ORB shall be a binding condition precedent to the release of the Performance Bond.
15. The supplier should provide a complete set of spares, as per OEM for which are used for the routine major/minor maintenance/overhaul on main/auxiliary equipment with tech bids.
 - Spare Parts for schedule maintenance for 500 hours, 1000 hours, 1500 hours, 2000 hours upto 5,000 running hours from the date of delivery.
 - Propeller (one set)
 - Spare Anchor (one)
 - Spare parts for one major overhaul of Main Engine.
 - Diagnostic Kit for main engine (installed)
 - Cradle with hoisting belts
 - Miniature models of ORB (10 Nos.)
 - Hand held power lights (04 Nos.)
 - Propeller locking tightening spanner
 - Submersible pump (01 No.) on each boat
 - Portable battery charger (01 No.) on each boat
 - Generators Special tools
16. The Supplier shall guarantee (through manufacturer) that any spare / replacement parts for Main machinery i.e Main Engines, Aux Engines and associated equipment will be available for Supply up to about 15 years with Technical Bid.

17. **Termination for Default**

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

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

In the event the Purchaser terminates the Contract in whole or in part the Purchaser at the risk and cost of Supplier may procure, such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered, and the Supplier shall be

liable to compensate the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

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

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

18. **Termination for Insolvency.**

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

19. **Force Majeure**

- 19.1. If during the currency of the Contract there shall be an outbreak of war (whether war is declared or not) or of civil war, rebellion, revolution, insurrection or usurped power in the Suppliers country (hereinafter referred to as "the said outbreak" and if have not been fully delivered, Purchaser shall be entitled to terminate the Contract (as to save the rights of the parties under contract).If the Contract shall be terminated as aforesaid, the Supplier shall refund to Purchaser within thirty (30) days after termination of the Contract all monies and installments paid by Purchaser until that date to the extent of the undelivered ORB.
- 19.2. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.3. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

20. **Governing Language**

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

21. **Applicable Law**

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

22. **Legal Basis, Arbitration - Settlement of Disputes**

22.1. This agreement will be subject to laws of Pakistan and Pakistani courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of the Contract and the Contractor hereby submits to the jurisdiction of Pakistani courts for the purpose of any such actions and proceedings. However, the settlement of any disputes between parties in the manner laid down below in sub clauses (b), (c), (d) and (e) will be a condition precedent to initiating any proceeding in court

22.2. In case of any disputes, in connection with or arising out of the Contract, the matter shall be referred to the Project Authority who shall settle it and give decision within 15 days after having been requested to do so in writing. The decision of the Project Authority in respect of every matter as referred shall be final and binding until completion of works and shall forthwith be given effect by the Contractor who shall proceed with the works with all due diligence, whether he requires arbitration as hereinafter provided or not. If the Project Authority has given written notice of his decision to the Contractor and no claim to arbitration has been communicated to him by the Contractor within period of 15 days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Project Authority shall fail to give notice of his decision after being requested as aforesaid within a period of 15 days after being requested as aforesaid /or if the Contractor should be dissatisfied with any such decision then the Contractor may within 15 days after receiving notice of such decision, or within 15 days after the expiration of the first named period of 15 days as the case may be, require that the matter is dispute be referred to arbitration as hereinafter provided.

22.3. This arbitration will be carried out according to the Arbitration Act 1940 or any statutory modification or re-enactment thereof for the time being in force. It will be held in Karachi. The disputes / differences will thereby be submitted to two arbitrators, of whom one will be nominated by NIO and the other by the Contractor, who before entering upon their reference shall appoint an umpire by mutual agreement and if they do not agree a judge of superior court shall appoint the umpire. The arbitration award should be final and binding on both the parties.

23. **Standard**
Decisions of the Classification Society shall be final and binding on both contracting parties.
24. **Inspections and Tests**
The Inspection and tests shall be conducted by NIO team at the premises of the Supplier and at the Good's final destination, Gwadar Pakistan. All reasonable facilities and assistance including access to drawings including 3D, documents and Operations Manuals, data and facilities shall be furnished to the NIO team at no charge to the Purchaser.
- Trial sheets on conduct of trials are to be shared with NIO. Moreover as per Lloyds standards, draft documents are to be supplied by the supplier within 02 months of conclusion of contract for formal handing over.
25. The Supplier is responsible to make all arrangements of travel, boarding, lodging of NIO inspection Team / Surveyor for the tests and trials of ORB comprising of up to 04-06 members who may stay for a period of not more than 05 working days. The NIO Technical Team / Surveyor during the inspection, test and trials will carry out the inspection of documents, obtain commitments for compliance and demonstration of following which needs to be confirmed by the bidder.
26. Examination of all documents, as built drawings, relevant certificates, owner / builder certificate, registration, final reports of all inspection and tests carried out after completion of construction and including reports of test and materials, insurance of vessels or any other documents as the team may consider necessary. The ORB should be capable, stable and make speed as per specifications in rough sea condition.
27. All costs incurred in carrying out the inspections, tests and trials including repeated inspections, test and trials as and when required shall be for the account of supplier / contractor. After successful inspection tests and trials and the premises of the supplier and prior to shipment (Dry tow) on departure by sea of ORB from the Port. The purchaser will make an application to Pakistani Counter of the Port / City which includes the detail of this procurement for grant of provisional certificate which Legal assist in registration of Craft at Mercantile Marine Department (MMD), Karachi, Pakistan and facilitate clearance by Authorities.
28. The Harbor Acceptance test and sea trials shall be conducted for all machinery equipment installed on board Craft in the presence of Class/MMD Surveyor / OEM reps. And NIO team.
- Main Engines, Diesel Generators Sets Auxiliary Machinery, Deck equipment
 - Endurance (total 05 hrs. at full load including Safety System and Alarms speed)
 - Speed test.
 - Crash Stop Test.
 - Maneuverability test for quick response.
 - Anchor Test.
 - Load and performance test of Alternators.
 - Noise level test.
 - Provision of Life saving and firefighting appliances.

- All round visibility and clear view screen.
- Navigational equipment test in day and night.
- Equipment / machinery test.
- Any other test as specified by Technical Team or repeat test requested by NIO team.

- 28.1 The Supplier shall provide all drawings including 3D drawings, builder class, and other certificates, No lien / mortgage stability, fuel tank, fresh water, sea water tank calculations, documents, services, provisions etc., as determined by NIO Team that are necessary for the required inspection, tests and trials.
- 28.2 Tests and trials shall be carried out to the Supplier's program and shall be performed in the presence of Technical Team of NIO and shall be at the expense and risk of the Supplier including any repeated actions, if required. Any previous tests and trial reports to be checked. The results of Tests, Trials shall be recorded on Trial sheets as per standard marine practice.
- 28.3 During inspection it is to be confirmed that Main Engines, Generator & other Auxiliaries tools as recommended by OEM for overhauling and maintenance of machinery, equipment of supplied Goods, as well as consumable and other spares as required for PPM of Two years, are being supplied with the ORB.
- 28.4 In the event of defects or omissions revealed by tests - trials for which the Supplier is liable under the provisions of the Contract, the Supplier shall be bound to remedy same and if the Technical Team considers necessary, new tests shall be made at the Supplier's expense and risk.
- 28.5 As soon as, in the opinion of the Technical Team of ORB have satisfactorily passed tests and trials recommended alteration if any shall be attended by Supplier and all loose inventory, spare parts cradle shall be carefully stored on board, for shipment to Gwadar, Pakistan.
- 28.6. ORB shall be transported at the expense and under the responsibility of the Supplier to Gwadar Pakistan, under proper approved marine insurance by Pakistani firm
- 28.7 After supply at Gwadar through dry tow or through self propulsion by sea shall include the provision of Cradle and lifting appliances (sling).
- 28.8. ORB shall be refitted and repaired (if and where found necessary) and prepared for necessary trials in Gwadar, all under the responsibility of the Supplier. The future NIO crew/scientists shall be on board before commencement of trials and receive adequate training on operation and maintenance from the Supplier / Guarantee Engineer for a period of at least 04 weeks.
29. **Country of Origin**
- 29.1 All Goods and Services supplied under the Contract shall have their origin in the acceptable countries which excludes Israel, India and Taiwan.
- 29.2 The origin of Goods and Services will distinct from the nationality of the Supplier.

30. **Standards**

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

31 **Patent Rights**

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

32. **Purchaser to Inspect and Test**

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

33. **Packing**

- 33.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure transit and exposure to extreme temperatures, seawater salts and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the long sea distance of the Goods' final destination and the absence of heavy handling facilities at all points in transit. Purchaser shall retain all packing accessories, cradle etc.
- 33.1 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and any subsequent instructions ordered by the Purchaser.

34. **Insurance**

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

35. **Transportation**

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

36. **Delivery and Documents**

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

37. **Incidental Services**

- 37.1 Upon shipment of ORB as the case, the Contractor shall notify the NIO and the Insurance Company by fax or telex the full details of the shipment including contract number, description, quantity, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to NIO, with a copy to the Insurance Company:
- (i) Copies of the Supplier's invoice showing the ORB (as the case) description, quantity, unit price, total amount;
 - (ii) The complete ORB with all accessories, provisions, materials as indicated in the contract or subsequently ordered by the Purchaser, shall be referred as to one package and copies of packing list identifying contents of each packets / boxes
 - (iii) Insurance certificate;
 - (iv) Manufacturer's Supplier's guarantee certificate;
 - (v) Certificate of origin.
 - (vi) Free from lien certificate.
 - (vii) Builder Certificate
 - (viii) Any other certificate / official document related with the export of contracted goods and as required by the Purchaser.
 - (xi) The above documents along with any other document required in addition to above shall be received by the NIO or which will be required by NIO for further processing. If the shipping documents are not received, the Supplier shall be responsible for any delays / expenses etc.
 - (xiii) On arrival of the said Craft and accessories in Gwadar/ Karachi, the Supplier, will be responsible for the safety and the condition / status of the equipment. The same will be transferred to NIO after confirmatory tests have been carried out and thereafter all responsibility on the part of the Supplier shall cease with the exception of the guarantee obligations provided for in these Conditions of Contract.
- 37.2 The supplier shall arrange satisfactory confirmatory tests and trials in Gwadar/Karachi and hand over with inventory list, all spares, material, goods, documents, drawings etc. including following (as may be applicable).
- 37.3 The Supplier shall undertake to provide the following services / provisions:
- (i) All tools including special Tools required for assembly and maintenance of the supplied Goods, and a list thereof.
 - (ii) Detailed operations and maintenance manual along with parts catalogues for Main Engines and Auxiliary Machinery appropriate unit of the supplied Goods and relevant

documents comprising as built drawing, certificates, guarantees, undertakings and other documents as per Tender requirement.

- (iii) Docking / Bottom inspection (CCTV) of crafts in Karachi if the boat will arrive on its own Keel / Self propulsion. If boats will arrive by DRY TOW that time before shipment from the supplier's site to be provided.
- (iv) Any other repairs/alteration if required after tests in Karachi.

37.4 Prices charged by the Supplier for the preceding incidental services, shall be included in the Contract Price.

38. **Drawings and Plans.**

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

- General arrangement plan Original + 03 copies

39. **Certificates, Measurement Records and Documents.**

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

40. **Books / Instruction Manuals**

- All Tanks calibration Books and sounding tables for entire depth

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

41. **Spare Parts**

- 41.1 The Supplier shall carry on board sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, washers, belts, filters (fuel, turbo charger, lube oil) bearing seal, hoses, fuses PLCs, ICs etc. for Two years period (approximately 3000 hours per year). Other spare parts and components shall be supplied in accordance with the provision of schedule of quantity or as agreed upon Makers / OEM list of recommended Spare parts for two (02) years period. Spare parts requirement (List) for five years to be provided by Supplier (with Unit price), to attend and credit next five yearly Survey (of Main and Auxiliary Engines) of Lloyds Register / Bureau Veritas.
- 41.2 The supplier shall furnish the list of spare parts indicating quantity and Original Equipment Manufacturer's complete nomenclature, Part No, Drawing No, category / sub-category etc. and the unit and total price.

42. **Standard Tools**

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

43. **Others**

- Pictures / videos related to various stages of construction
- Cradle and lifting appliances and packing.
- Brass plaque (as per sketch, to be provided).
- Set of maintenance tools and other accessories.
- Touch-up Paints.
- Any other drawing, plan, certificate, booklet, document (related with the scope of contract work) as required by the Purchaser.

44. **Contract Completion / Warranty/Guarantee**

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

43. **Payments**

43.1 The Supplier's request(s) for payment shall be made to the Purchaser through an invoice describing, as appropriate, the Goods delivered and Services performed, supported by shipping documents, submitted upon fulfillment of other obligations stipulated in the Contract.

43.2 Payments shall be made promptly by the Purchaser within the period of 30 days for local currency, on submission of an invoice/claim by the Supplier with all required certificates/documents.

43.3 The currency in which payment is made to the Supplier under this Contract shall be Pak Rupees (as per mutual agreement) subject to the following general principle:

- i) Payment will be made in Pak Rupees in which the Contract Price has been stated in the Supplier's bid, and has subsequently been accepted by Purchaser for release of payment. Original commercial invoices/payment in the name of applicant/supplier to be duly certified by Project Authority/ NIO Administration.
- ii) Payment of the Contract Price shall be made by the Purchaser/NIO to the Supplier by installments as follows/ can be discussed with the supplier and be adjusted accordingly:

Installment	Percentage	Condition
1	2	3
1 st	30%	As advance payment, preferably within thirty (30) days after signing of the Contract agreement from approved Scheduled Pakistani Bank located at Karachi. Bank Guarantee of equal amount will be furnished by the Contractor for advance payment. Use standard PPRA forms
2 nd	50%	Upon arrival of contracted goods in boat building yard.
3 rd	20%	Readiness of the Craft for final tests in Harbor and sea trials. After Harbor and Sea acceptance tests of ORB, and Delivery of all items, spares, tools documents, drawings, certificates, inventory, accessories and belongings and touch up work if any and rectification of deficiency observed during any or oceanographic Operations as indicated in the bid document and adjustment of non-provisions, if any.

43.4 **Eligibility for Payment:**

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

43.5 The Bank Guarantee for advance payment shall be in the currency of the Contract.

43.6 In the event of the Contract being frustrated, i.e. if the performance of the Contract becomes physically and/or legally impossible, whether by war or otherwise, NIO is not bound to pay any money to the Supplier in respect of the Work executed and the Supplier shall refund to the NIO within thirty (30) days after the date the frustration becomes apparent, the total amount of installments and all monies received by the Supplier from NIO, until the date of frustration and the property of ORB and parts thereof, according to the conditions of Contract, will repass to

the Supplier, after repayment has been made to NIO. The date of frustration shall be decided by the Purchaser /NIO.

44. **Contract Amendments and annulment.**

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

45. **Assignment**

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

46 **Subcontracts**

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

47. **Late Delivery**

If the Supplier shall fail to complete and deliver in Gwadar/Karachi, Pakistan within the prescribed Period of Delivery that is not later than 11 months after the signing of Contract Agreement, the Supplier shall pay to NIO as liquidated damages at the rate of Pak Rupees 100,000/- (Pak Rupees One Hundred Thousand only) per day up to a maximum of 10 percent of the contract price.

48. **Law Governing the Contract and Language.**

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

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

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

49. **Notices**

49.1 For the purpose of all notices, the following shall be the addresses of the NIO and Contractor:

- (a) NATIONAL INSTITUTE OF OCEANOGRAPHY
ST-47, BLOCK-1, CLIFTON
KARACHI-75600, PAKISTAN
TEL. NO. 021-99251172 & 74
FAX NO. 021-99251179

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

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

50. **Special Provisions**

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

50.2 **Training**

The contractor shall provide training to the NIO nominated officers and staff for Operation of the vessel and Maintenance of all equipment, machinery and systems installed on board ORB during initial 04 weeks, after delivery at Gwadar/Karachi, Pakistan.

For under construction Craft, arrangement to be made by Supplier for on job training of NIO Representative for at least one month at site of construction / assembly of Craft equipment.

50.3 **Guarantee Engineer, Master and Ship Crew**

The contractor shall arrange to provide at all times availability of one qualified Guarantee Engineer and one Guarantee Master on board Craft for a period of 04 weeks for ORB which period shall start from the date of completion of confirmatory trials in Gwadar/ Karachi. On request of NIO the contractor shall continue extending the above facility and the period of deployment of Guarantee Engineer, Guarantee Master will be extended for further period, as per requirement, if any. The cost of additional services provided by the supplier, if any, shall

be paid separately. The Guarantee Engineer and Guarantee Master shall receive instructions from NIO Project Authority/Administration for deployment and function / operations of the Boat and all other matters. The Guarantee Engineer and Guarantee Master shall be responsible for following:- To provide necessary training and guidance to NIO on-board officers and staff about each machinery, equipment, safe operations for Shipping.

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

SECTION - VII
SUMMARY OF STIPULATION

S.R No	CONDITION	DESCRIPTION	BIDDER'S COMPLIANCE
1	2	3	4
1	BID SECURITY Submission	Without bid Security / Earnest Money the Bid will not be accepted	
	Amount/value	Pak Rs. 1.7 Million (Pak Rupees Seventeen Hundred Thousand only)	
	Acceptance Condition	Pay order issued by a Commercial Sector Bank located in Pakistan scheduled located in Karachi in the name of National Institute of Oceanography.	
	Return.	a. To the participant bidders, after signing of Contract Agreement with the successful bidder. b. To the successful bidder, after submission of the Performance Bond.	
	Validity of bid	180 days, after opening of Tender.	
2	PERFORMANCE BOND Submission	After issuance of Letter of Award and necessarily before signing the contract.	
	Amount/value and Validity.	10 % (ten percent) of the Contract Price, valid till the date, two years warranty/guarantee period has been completed.	
	Acceptance	Issued by Commercial Sector Bank located in Pakistan, in the form of Bank Guarantee as per NIO Format (in Tender document) in the name of National Institute of Oceanography.	
	Return.	60 days after issuance of Certificate of due Performance, by NIO which will be issued on satisfactory completion of Warranty/Guarantee obligations by Contractor after two years warranty/guarantee period.	
3.	INSURANCE	Shall be for the full cover and in name of NIO comprehensive and consolidated insurance by Pakistani Firm.	
	Premium.	All premiums shall be for the contractor's account.	
	Value of Insurance.	10% (Ten Percent) more than the contract price.	
	Date of expiry	The Date of start of the two years warranty / guarantee period of ORB Twin Screw, after delivery of goods and their test and trial on 100% load at Gwadar/Karachi, Pakistan.	
	Beneficiary	NIO shall be the full beneficiary to the extent of 10% more than a cost paid at that stage.	
	Refund.	All time the NIO shall be entitled for 10% more than its investment	
4-	PAYMENT TERMS	According to Clause 35 of Particular conditions of contract.	

	Method of Payment	Only against Bank Guarantee of Commercial Sector Bank scheduled located in Pakistan corresponding/equal amount in Pak Rupees	

	Advance Payment	Availability of valid and accepted Performance Bond /Bank Guarantee and Insurance Policy for all payments, completion of milestones, production of relevant documents, and certificates as required with delivery of Goods under the terms of contract etc.	
	Payment Conditions, Additional Payments for Variation Orders.	Along with the forthcoming or correspondingly due installment.	
	Taxes.	As per prevailing Government Rules.	
5.	INSTALLMENTS		
	1 st 30%	As advance payment, preferably within thirty (30) days after signing of the Contract agreement from approved Scheduled Pakistani Bank, located at Karachi. Bank Guarantee of equivalent amount will be furnished by the Contractor for advance payment (use standard PPRA format)	
	2 nd 50%	Upon arrival of contracted goods in Gwadar/Karachi and readiness of the Craft for final tests in Harbor and sea trials.	
	3 rd 10%	After Harbor and Sea acceptance tests of ORB, and Delivery of all items, spares, tools documents, drawings, certificates, inventory, accessories and belongings and touch up work if any and rectification of deficiency observed during any or all Mooring Operations and adjustment of non-provisions, if any.	

6.	SUBMISSION AND OPENING OF THE BIDS / TENDERS	<p>a. One Envelope containing Two separate sealed Envelopes exclusively for "Technical Proposal" and "Financial Proposal".</p> <p>b. Each envelope has to indicate the Title of envelope i.e. Tender for ORB Twin Screw naming Technical offer, Financial offer and Name and complete address of the bidder.</p> <p>c. One Original and one Copy of the bid is to be submitted. d. Envelope marked "Technical offer" shall be opened first for technical evaluation of Tendering Firm and offered Bid on basis of positive response to requirements of Tender documents. Accordingly, comprehensive information and relevant particulars to be provided about tendering Firm, relevant forms to be filled, broad parameters and Criteria for technical specifications to be responsive to ascertain that Technical offer is compliant to specifications and parameters of Tender Documents.</p> <p>d. Envelope for "Financial offer" shall be retained (unopened).</p> <p>e. Retained unopened Financial offers of only the technically qualified Bidders-Bids shall be opened.</p>	
7.	TIME Period of Delivery.	ORB Twin Screw, newly constructed shall be delivered by not later than 10 months after the signing of the Contract Agreement at Gwadar/ Karachi, Pakistan.	
	Start of Warranty/Guarantee Period.	After the Sea and Harbor acceptance tests / trials of relevant Boat have been carried out at Gwadar/ Karachi, Pakistan.	
	Duration of Warranty/Guarantee Period.	Two year.	
	Period of stay of Guarantee Engineer & Guarantee Master.	04 weeks.	
	Completion of Contract.	After Warranty/Guarantee period.	
8.	TRANSPORTATION Voyage	Dry tow / Carrier Vessel / Self propulsion.	
	Means. Voyage insurance	Included in the consolidated offered cost of work for 10% more than contract price.	

	Freight Charges.	<p>Under the responsibility of the Contractor and / or the Contractor through his carrier service provider is responsible to obtain all clearances and compliance of Rules for safe transportation of all contracted goods to Gwadar/Karachi.</p> <p>Ceiling amount of freight charges (where applicable) to be quoted, as per BOQ and to be included in total cost of Bid.</p>	
9-	<p>CLEARANCE Payment of Dues by decree.</p>	<p>a. All charges for Taxes, Fee, duty, warehousing berthing, Towage, Pilotage, guarantee, deposits etc. outside Pakistan shall be borne by the contractor.</p> <p>b. Contractor shall bear all expenses in respect of ORB, its accessories and belongings, as required for berthing & Quay wall facilities, warehousing, ship handling etc. at the work site / country of origin till completion of guarantee period of all contracted goods.</p>	

		Duties and other taxes within Pakistan, Taxes and charges in Pakistan, if applicable, will be payable by the Contractor. Stamp duty leviable on the Contract will be borne by the contractor.	
10	LIQUIDATED DAMAGES (L.D). Limit Imposition of L.D. Meaning of Delivery for purpose of Liquidated Damages	Maximum up to 10% of the contract price. Delayed delivery Pak Rupees 100, 000/- per day (Pak Rupees One Hundred Thousand per day only) The obligation of Contractor with respect to Liquidated damages in regard to speed, draught and late delivery as per clause - 7 of Particular conditions of contract. The term "Delivery" for the purpose of liquidated damages shall be after confirmatory and acceptance tests and trials at Gwadar/Karachi, Pakistan and issuance of Acceptance Certificates by NIO.	
11	CLARIFICATION OF TENDER Pre-Bid Meeting	a. All clarifications to the tender documents shall be in writing and distributed among all intending firms. b. A pre-bid meeting will be convened as per Notice for Invitation to Tender.	
12	EVALUATION / COMPARISON OF BIDS	a. Publicly opened proposal shall be evaluated to assess and examine the level of the Technical suitability for the use of purpose and compatibility to the prevailing environment, requirement, Provisions and Specification for Technical Short listing of the bids. b. To complete the process of technical evaluation of bids for their qualification, the lowest evaluated bidder will be asked to arrange at his expenses and risk, the site inspection, test and trials of offered equipment by NIO Technical Team. c. Financial offers of Technically qualified bidders shall be opened in the presence of the bidders / representatives with prior information about date and time. d. Retained un-opened Financial offers of Technically Disqualified bidders-bids shall be returned Financial Proposal un-opened.	

		<p>e. After adding the financial implications the consolidated evaluated cost, shall be arrived at, this will be considered the cost for comparison, quoted by technically qualified bidders.</p> <p>f. The consolidated evaluated cost may include all applicable taxes, Freight (ceiling amount), cost of additional work if any, provisions for spares, Guarantee Engineer, Master, Insurance, incidental services on compliance etc.</p> <p>g. In case of authorized Supplier(s) / Distributor(s)/Manufacturer(s) will be considered for judging under the Technical Evaluation Criteria.</p>	
13	TRAINING	<p>h. On the job training shall be continued during the period, when Guarantee Engineer & Master shall be on board, at Gwadar/Karachi.</p> <p>i. Provision for Training for NIO Staff - During final stage of construction and tests / trials of the Boat at site of Supplier.</p>	
14	SUPERVISION	<p>j. Supervision, Engineering & Consultancy Firm or Surveyors will/may be appointed by NIO to monitor the Tests and Trials at site and in NIO, the monitoring shall be for the Compliance of Rules of construction and Quality of materials and workmanship and Performance of the offered equipment.</p> <p>k. The contractor shall provide access, transport and other facility to the Supervision Engineers / Surveyors and NIO's inspection team at the yard / site as required by him to deliver the specified work.</p>	
15	SPARE PARTS & TOOLS	<p>a. "Mandatory OEM recommended" All consumable spares / other spares for Two year operation shall be supplied for ORB, Twin Screw of not less than 10 Knots speed. These spares may comprise All Filters (Lube, Fuel T/C), Gaskets, PLCs, ICs, Belts, Bearings, Seals, etc. List of these spares is to be provided with the Technical bid.</p> <p>b. Clauses 32 & 33 of Particular conditions of contract are relevant. All spares and Tools supplied by the Original Equipment Manufacturers (OEM) of each machinery / equipment and standard tools be supplied on ORB and List of these to be provided with the Technical bid.</p> <p>c. Spare Parts list as recommended by the OEM to be provided with the Technical bid.</p>	
16	RULES OF CONSTRUCTION & DESIGN OF WORKS	<p>The authorized Supplier(s)/Distributor(s) shall have to submit the written authorization from Manufacturer(s) and indicate whether the contract is to be entered into with the authorized Supplier(s)/Distributor(s)</p>	

17	BROAD PARAMETERS	<p>The multipurpose ORB should have been constructed as per rules and requirements of as follows.</p> <ul style="list-style-type: none"> • IMO • MARPOL • SOLAS etc. <p>And fully equipped to work in all-weather / sea conditions for the use of purpose.</p> <p>Tenderer shall indicate the name and address of Builder and submit with his bid the necessary documents as per requirement of the Tender</p> <p>a. All Specifications are for Guidance only. The selection shall be for the maximum conformity of the broad parameters as given in the specifications and the most suitable for use of purpose, depending on the inspection, tests and trials, provisions, performance, alterations (if any) etc.</p> <p>b. Supply of the ORB, Twin Screw should ensure all provisions, whether or not mentioned in the tender specifications, for the safest use of purpose, seaworthiness and to comply the relevant conditions of the International Maritime Authorities/Institutions and Mercantile Marine Department, Karachi (Govt. of Pakistan).</p> <p>c. The offered Craft shall be sturdy and robust using the world wide known makes of equipment and exercising the highest standard of quality and workmanship for the finished goods and systems therein.</p>	
18	FLAG & REGISTRATION	<p>d. The Boat shall fly Pakistani Flag.</p> <p>e. The Local bidder(s) shall carry out registration of Craft with MMD and the ex-yard price quoted by them shall be inclusive of the MMD charges for registration, surveys and Port dues etc. for ORB.</p>	
19	TESTS AND TRIALS	<p>a. Reports of the Factory tests of equipment on Test Bench as applicable shall be provided. Details of the Static / Quay side functional tests for idle running of installed machinery Preliminary tests, sea trials in the country of origin shall be provided, to be confirmed by NIO Team.</p>	

		<p>b. The Sea Acceptance Tests (SATs) or Confirmatory / repeat tests for functions and operation of all the equipment at full load shall be carried out at Gwadar/Karachi.</p> <p>c. All tests shall be witnessed and results shall require approval of the NIO/ Surveyor as applicable.</p>	
20	USE OF PURPOSE	<p>d. Reports of the Factory tests of equipment on Test Bench as applicable shall be provided. Details of the Static / Quay side functional tests for idle running of installed machinery Preliminary tests, sea trials in the country of origin shall be provided, to be confirmed by NIO Team.</p> <p>e. The Sea Acceptance Tests / Trials (SATs) or Confirmatory / repeat tests for functions and operation of all the equipment at full load shall be carried out at Gwadar/Karachi.</p> <p>f. All tests shall be witnessed and results shall require approval of the NIO / Surveyor as applicable.</p>	
21	GUARANTEE/ WARRANTY	<p>The offered ORB should be highly maneuverable for the quickest response and will have to demonstrate its full capability to carry out safely and efficiently all types of shipping, Pollution combating, Fire Fighting facilities at the rated capacity and as per tender requirements. Finally the functions shall also be demonstrated / confirmed at Gwadar/Karachi. For two Year Guarantee/Warranty, starting from the date of completion of confirmatory tests in Gwadar/ Karachi and delivery to NIO for all materials, design and workmanship.</p>	

22	SCHEDULE OF REQUIREMENT	To meet the requirements of Tender Documents, Supply of required crafts (geophysical and oceanographic research boat (ORB), seagoing Class of approved Classification Society e.g. Lloyds Register / BV / ABS / DNV / GL / NK , all finished, complete, with Construction, all fitted machinery, piping systems, hydraulic and electrical installations, outfit, bow fendering, instrumentation, controls and all other required installations, whether or not mentioned within the broad parameters, specifications and standard inventory. Craft in sturdy and robust construction, built to the highest quality of materials, machinery, equipment, workmanship and quality control and inclusive of consumable spares and tools as delivered by manufacturers of each machinery / equipment as integrated component of supplies, documents all transported and delivered complete, after satisfactory execution of all necessary tests and sea trials.	
23	TRANSPORT	All cost, whatsoever for the proper and safe sea transportation of ORB along with all Spares, tools and other provision as one package, by dry tow / career vessel / self-propulsion (as the case may be) with all arrangements duly approved, complying with international navigation requirements, comprehensive marine insurance through Pakistani firms, certificates, etc. complete in all respects, including all heavy duty seaworthy preservation for safe sea transport and seaworthy heavy duty packing, complete in all respect. List of all Spares with OEM's description required to be submitted separately and all documents, drawings certificates, manuals, soft and hard copy of each, tests protocols / results and any other document as indicated by the purchaser. Completion of work of Construction and/ or /supply of the Boat, in accordance with the tender requirement and the requirements conveyed if any, after the tests and trials and other contractual requirements.	