



Gateway to National Prosperity

PORT QASIM AUTHORITY

BIN QASIM, KARACHI-75020

CORRIGENDUM / ADDENDUM

REQUEST FOR PROPOSAL FOR APPOINTMENT OF FOREIGN LNG CONSULTANTS TO IDENTIFY SUITABLE EXCLUSIVE LNG ZONE AT PORT QASIM

1. Reference advertisement published in national daily newspapers i.e., Express Tribune, Business Recorder, Jang, Express on 10th February 2019 & Dawn on 11th February, 2019 and in international daily newspaper i.e., Khaleej Times on 13th February, 2019 on the subject. That after the Pre-bid meeting Revised / Amended Request for Proposal is being issued in which the dates of submission & opening of Proposals has been extended from 21st March, 2019 to 24th April, 2019.
2. Revised / Amended Request for Proposals (RFP) required to be used, are available on PQA's website, inter-alia, specifying the additional scope of services that the study will also look into. Further clarifications to all the queries raised during 1st Pre-Bid meeting held on 1st March, 2019 are also available on PQA website.
3. The 2nd Pre-Bid Meeting will be held on 27th March, 2019 at 11:00 hours in the Chairman's Conference Room, PQA, Karachi. Bidders are to send their queries at least 03 days prior to 2nd Pre-bid meeting.
4. All other terms and conditions shall remain the same.

Website: www.pqa.gov.pk
Email: pqapsp@gmail.com
secretaryportqasim@gmail.com

(Tipu Sultan Shaikh)
Secretary (PQA)

13.01.2019



**GOVERNMENT OF PAKISTAN
MINISTRY OF MARITIME AFFAIRS
PORT QASIM AUTHORITY**

**REVISED/AMENDED Request for Proposal (RFP)
for
APPOINTMENT OF FOREIGN CONSULTANTS FOR
IDENTIFICATION OF LNG ZONE AT PORT QASIM**

March, 2019

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Chapter-1

Information for Consultants

1. Introduction

- 1.1 The Consultants are hereby invited to submit a technical proposal and a financial proposal for consultancy services required for the Assignment named in the attached Data Sheet (referred to as “Data Sheet” hereafter) annexed with this document. (Chapter-2). Your proposal could form the basis for a contract between your firm and the Client named in the Data Sheet.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details of the scope of Consultancy services are provided in Terms of reference Chapter-5 of this RFP.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet.
- 1.4 Port Qasim Authority is implementing the Project as Executing Agency and funds for the Engineering Consultancy Services of the Project are available in the budget and the Client intends to apply the same to eligible payments under the contract for which this document is issued.
- 1.5 To obtain first-hand information on the Assignment and on the local conditions you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-bid conference if as specified in the Data Sheet. Firm’s representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet to assist the Consultants in obtaining licenses and permits needed to carry out the services and make available relevant Project data and reports.
- 1.7 Please note that:
 - i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and
 - ii) The Client is not bound to accept any of the proposals submitted.
- 1.8 An invitation to submit proposals has been advertised by publication in the newspapers as well as uploaded at PQA & PPRA websites.

- 1.9 It is clarified that in order to avoid conflicts of interest:
- i) Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services resulting from or associated with the Project of which this Assignment forms a part; and
 - ii) Any previous or ongoing participation in relation with the Project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

2. Documents

- 2.1 To prepare a proposal please use the attached Forms/Documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than fifteen (15) days before the proposal submission date. Any request for clarification in writing, or by fax, e-mail shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond in written or by fax, e-mail to such requests and copies of the response shall be sent to all invited Consultants.
- 2.3 At any time before the submission of proposals the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by fax, e-mail to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation Of Proposal

- 3.1 It is requested to submit Technical and Financial proposals. The said proposals shall be written and submitted in the English language.

Technical Proposal

- 3.2 In preparing the technical proposal it is required that is necessary to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of the proposal.
- 3.3 During preparation of the technical proposal you must give particular attention to the following:
- i) If Consultants consider that it has some but does not have all the expertise for the Assignment same may obtain a full range of

expertise by associating with other firms or entities. Consultants may not associate with the other firms invited for this Assignment unless specified in the data sheet.

- ii) Sub-contracting part of the assignment to other Consultants if considered desirable; the same Sub-consultant may be included in several proposals.
- iii) The estimated number of key professional staff-months required for the Assignment may be determined and accordingly proposal should be based on it.
- iv) The key professional staff proposed shall be permanent employees who are employed with the Consultant at least six months prior to submission to the proposal.
- v) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment.
- vi) No alternative to key professional staff may be proposed and only one curriculum vitae (CV) may be submitted for each position.
- vii) Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

3.4 Technical proposal shall provide the following and any additional information using the formats attached in Chapter-3:

Form-1 A brief description of the Consultant's organization and an outline of recent (not older than Ten years) experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

Form-2 A list of Projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the Projects being presently under-taken.

Form-3 Consultants' understanding of the objectives of the Project, their approach towards the assignment and a description of methodology that the Consultants propose to perform on the activities and completion of the assignment.

Form-4 Any comments or suggestions on the TOR;

- Form-5 Latest CVs duly signed by the proposed key professional staff or an authorized manager in the Consultants head office. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.
- Form-6 A monthly work plan illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- Form-7 A schedule for compilation and submission of various types of reports.
- Form-8 A work plan and time schedule for the key personnel also showing the total number of man-months by each key person.
- Form-9 The composition of the proposed staff team and the tasks which would be assigned to each staff members and their positions.
- Form-10. Financial Information
- Form -11 Any additional information as requested in the Data Sheet.

3.5 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.

Financial Proposal

- 3.6 The financial proposal should list the lumpsum price inclusive of all taxes, duties, levies etc associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. The financial proposal should be prepared using the formats as provided in chapter-4 of this document.
- 3.7 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.
- 3.8 Costs may be expressed in currency listed in data sheet.

4. Submission Of Proposals

4.1 Consultants shall submit one original technical proposal and one original financial proposal and the number of hard and one soft copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. The technical proposal shall be placed in an sealed envelope clearly marked "Technical Proposal" and the financial proposal in the sealed envelope clearly marked "Financial Proposal". These separate two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."**

4.2 In the event of any discrepancy between the original and the copies of the proposal, the original shall prevail. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal and to be page numbered.

4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.

4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, the professional staff proposed for the assignment shall keep available. The Client shall make its best effort to complete the procedure at the location stated in the Data Sheet within this period.

5. Proposal Evaluation

5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the PQA on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the PQA in the PQA's proposal evaluation, proposal comparison or contract award decisions shall result in the rejection of the consultant's proposal

- 5.2 A two-envelope procedure shall be adopted in selection of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation as per evaluation criteria.
- 5.3 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 5.4 The method of Technical evaluation shall be based on the Technical Evaluation criteria specified in the document and the award shall be based on the **Quality Cum Cost Based as per Procurement of Consultancy Services Regulations of PPRA, 2010. Firms scoring less than fifty (50) percent in any category and over all less than seventy (70) percent in technical evaluation shall be disqualified and their financial proposals returned unopened.**

5.2 Technical Proposal

The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score. Firms scoring less than 50% points in each category and overall less than 70% points shall be rejected and their financial proposals returned un-opened.

6. Guidelines for Evaluation of Proposals

- 6.1 PQA will appoint a suitably qualified committee to evaluate the technical proposals of all the contestants. The committee will evaluate each technical proposal as regards the understanding of project needs, methodology, work plan, time schedule, experience and qualifications of personnel to be assigned, present work load and other pertinent aspects in relation to the services required of the consulting engineer. No special weight age in the evaluation will be given to any Consulting Engineer for reason of his being in the public or the private sector. The committee will rank the consulting engineers in order of their suitability for the particular Project.
- 6.2 The PQA will then open the financial proposals of all the technically qualified firms/consulting engineers in the presence of such consulting engineers who may like to be present and will announce the prices and terms of all proposals.
- 6.3 Thereafter, financial proposals of the consulting engineers will be examined and evaluated / adjusted as under;
 - a) Any conditions or reservations or stipulation, which directly or indirectly effects the consulting services cost, will be financially evaluated and cost added to bring the proposal at par.

- b) The award of works shall be based upon weight age awarded to the Technical and Financial Proposals. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated below.

The weights given to the Technical and Financial Proposals are,
T = 0.8, and P = 0.2

- c) The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated below:

$Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

$$S = St \times T\% + Sf \times P\%.$$

- d) The firm achieving the highest combined technical and financial score will be invited for negotiations.

7. Consultation

- 7.1 Subject to the provisions of Procurement of Consultancy Services under PPRA Regulations-2010 the contract will be discussed with the firm achieving the highest combined technical and financial score (s) as stated in sub clause (c) of above clause 6.3. Consultations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 7.2 Consultations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. PQA and the firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the PQA to ensure satisfactory implementation of the assignment. Provided that such consultations will not include any change in the scope of work or in the fee to be paid by PQA to the firm.

- 7.3 The financial consultations will include a clarification (if any) of the firm's tax liability in Pakistan and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates. Provided that PQA shall in no manner be liable for the payment of any tax which shall be the sole and absolute liability of the firm.
- 7.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the PQA expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the PQA will require guarantees that the experts will be actually available and will perform their obligation as stipulated in the Technical Bid. PQA will not permit substitutions during contract negotiations. If it is established that key staff was offered in the proposal without confirming their availability, the firm may be disqualified.
- 7.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations PQA and the firm will initial the agreed contract. If negotiations fail, the PQA may at its sole and absolute discretion choose to invite the firm whose proposal received the second highest score to negotiate a Contract.

8. Award of Contract

8.1 The contract shall be awarded to the [successful] bidder as against the criteria specified in sub clause (c) of clause 6.3 above after approval by the competent authority. Upon signing of the contract, the Client shall promptly inform the other Consultants that their financial proposals have not been selected.

8.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the data sheet.

9. Confidentiality

9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, and shall not be released into the public domain by PQA, until the winning firm has been notified that it has been awarded the contract.

10. Documents

- i. To prepare a proposal, please use the forms as enclosed for the Technical & Financial Proposal
- ii. Bidders requiring a clarification of the Documents must notify the Client in writing not later than seven (7) days before the proposal submission date.
- iii. At any time before the submission of proposals, the Client may for any reason whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents attached to the Addendum. The Addendum shall be sent in writing or by cable, telex or telefax to all invited firms/operators. The Client may at its discretion extend the deadlines for the submission of proposals.

Chapter-2

Data Sheet

Information
for Consultant
Clause No.

1.1 The Name of Assignment:-

The scope of services for providing Consultancy Services to assess/identify the suitability of an ideal area including but not limited to the establishment of addition LNG terminals at main channel in Port Qasim for an exclusive LNG Zone for establishment of LNG terminals which complies with industry safety standards and have zero impact on normal port traffic. In the event that a zero impact on normal port traffic is not possible, then the best alternative to zero impact on normal traffic should be evaluated This study will also look into all aspects of land based LNG terminals viz-a-viz floating LNG terminals. Detail Scope of Work is contained in Chapter-5.

1.1.1 The name of the Client is Port Qasim Authority (PQA).

1.2 The Description and the Objectives of the assignment are:

Please refer Chapter-5 for Description and Objectives of the Assignment.

1.3 Phasing of the Assignment: No

1.5 Pre-Bid Conference:

1st Pre-Bid meeting was held on 01st March 2019 (clarification of queries raised during 1st pre-bid meeting are placed on PQA website) and the 2nd Pre-bid meeting shall be held on 27th March 2019 at 1100 hours in the Chairman Conference Room, Port Qasim Authority Karachi, Pakistan. Bidders are to send their queries at least 05 days prior the Conference

The designation and address of the Official is:-

Director (PSP)
Ground Floor , Administration Block, Head Office
Building

Port Qasim Authority, Karachi.
Tel # (021) 99272201
Fax # (021) 34730104
e-mail pqapsp@gmail.com

1.6 PQA will provide the Consultants all the existing data, information, studies and reports available with PQA.

2.1.1 The Documents are:- TOR, Draft Form of Contract, Sample formats Appendices etc.

2.2 The address for seeking clarification is:

Director (PSP)
Ground Floor , Administration Block, Head Office Building
Port Qasim Authority, Karachi.
Tel # (021) 99272201
Fax # (021) 34730104
e-mail pqapsp@gmail.com

3.3 i. Joint Venture Firms comprising Lead and local firms may hire the services of non-PEC registered firm / persons. However, all key persons should be employees of the lead or local PEC registered firm as per RFP. A participating firm may not associate with another participating firm.

ii. The same Sub-consultant may participate in several proposals.

3.4 Form-5

Latest CVs duly signed by the proposed key professional staff or an authorized manager / authorized official in the Consultants head office. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.

3.5 Furthermore, it shall contain necessary associated financial data related to Technical Proposal (if any).

3.8 Payments/costs to be expressed in US Dollar.

4.1 The number of copies of the Technical and Financial Proposals required is One original + two copies and one soft copy of each.

4.4 The date and time of proposal submission are: As per Advertisement

- 4.5 Validity period of the proposal is 180 days from the date of submission of bid which can be extended for a further single period of 180 days by mutual agreement in writing by PQA and the firm and which extension of term will be ratified by the Board of PQA.

The location for submission of proposals is:

Director (PSP)
Ground Floor , Administration Block, Head Office
Building
Port Qasim Authority, Karachi 75020

5.2 Evaluation Criteria

Financial proposal of technically qualified Consultants shall be opened only. The financial proposals of bids found technically disqualified/ non-responsive shall be returned un-opened to the respective bidders / Consultants.

Evaluation criterion of technical proposal is given below:

5.2.1 Mandatory Requirements:

- i The Foreign based Consultants subsequent to the issuance of Letter of Intent (LOI) will be required to get registered with Pakistan Engineering Council (PEC) and other relevant authorities.
- ii. However, its local associates i.e. Pakistan based partner/consultant must be registered with the Pakistan Engineering Council (PEC) in the Major Discipline under relevant categories and submit duly valid certificate from PEC having relevant Project Profile Codes. Further Firm must also be registered with Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) at the time of submission of bid.
- iii. The Consultant submitting their bid in the form of consortium/joint venture are required to submit a Joint Venture Agreement (JVA) either approved by Competition Commission of Pakistan (CCoP) or where such approval has on the date of the submission of the bid not been obtained with an undertaking confirming that the JVA has been submitted to the CCoP for approval. The JVA should indicate the shareholdings of each of the members of the JVA and each and every partner to the JVA should independently authorize the lead partner for submission of the bid. The shareholding pattern and investment mentioned in the JVA must be maintained by the partners to the authorize for the entire duration of the Agreement.

- iv. The Consultant will submit an undertaking whereby it would state that the study undertaken by the Consultant for the purpose of the identification of the LNG Zone with the Port Limits shall not be prejudiced by any tasks undertaken by the Consultant within the Port Limits of Port Qasim.
- (v) Last three years audited financial statement must be provided.

Note: The firm not meeting the above mandatory requirements shall not be considered in detailed evaluation.

Details of the evaluation criteria are described hereunder:

After the initial screening of all applicants, a detailed evaluation of the consultants shall be undertaken using the following criteria based on the scoring system as follows:

Category	Points	
	Maximum	Minimum Acceptable
A. Experience	30	15
B. Financial Soundness	10	05
C. Methodology	15	7.5
D. Personnel	45	22.5

To qualify, applicants must receive not less than the specified minimum acceptable points for each category and aggregate 70 points.

Category-A: Experience Maximum 30 Points

- i. Ports and Harbour (General Experience) **maximum 05 points**

Planning and designing of Ports & Harbour:

- a) 01 completed assignment of consultancy fees of US\$ 0.5 million **03 points**

- b) 01 point each for additional completed assignment of the same Constancy fee **maximum 02 points**

- ii. **Planning/Designing of LNG Zone/Complex study (Maximum 15 points)**

- a) 01 completed assignment **10 points**

- b) Additional assignment completed 05 points
- iii. FSRU LNG Terminals by Foreign LNG Consultant **(Maximum 05 points)**
 Planning / Designing / Supervision / Monitoring / Implementation of LNG Terminals/Projects
- a) 01 project completed having minimum project cost of
 US\$ 100 Million. 03 points
- b) Additional project completed of the same cost 02 points
- iv. Land based LNG Terminals by Foreign LNG Consultant **(Maximum 05 points)**
 Planning / Designing / Supervision / Monitoring / Implementation of LNG Terminals/Projects
- a) 01 project completed 03 points
- b) Additional project completed 02 points

Category-B: Financial Soundness Maximum 10 Points

- a) Minimum average annual turnover US\$ 500,000 05 points
- b) Minimum average working capital US\$ 200,000 05 points

Note: The above information of B (i) and (ii) should be based on Last three years financial statement/audited accounts as per mandatory requirement

Category-C: Methodology Maximum 15 Points

- i. Approach on Methodology & work plan 03 points
- ii. Understanding of objectives 03 points
- iii. Project Monitoring Methodology 04 points
- iv. Quality Assurance plan 05 points

Category-D: Personnel Maximum 45 Points

Qualification & Experience of Consultant's Key Personnel proposed for the Project.

i.	Land based LNG Terminal/(s) Planning Expert (foreign)	MSc. Engineering or First Class Licensed Marine Engineer with 10 years post qualification experience in LNG Zone / Terminal Planning.	06 points
ii.	FSRU based LNG Terminal/(s) Planning Expert (foreign)	MSc. Engineering or First Class Licensed Marine Engineer with 10 years post qualification experience in LNG Zone / Terminal Planning.	06 points
iii.	Land based LNG Terminal/(s) Designing Expert (foreign)	MSc. Engineering or First Class Licensed Marine Engineer with 10 years post qualification experience in LNG Terminal Designing / QRA.	06 points
iii.	FSRU based LNG Terminal/(s) Designing Expert (foreign)	MSc. Engineering or First Class Licensed Marine Engineer with 10 years post qualification experience in LNG Terminal Designing / QRA.	06 points
iii.	Marine Expert (foreign)	Licensed Master Mariner with 10 years post qualification experience in Pilotage of LNGC and other Port Operation as well as Marine Navigation Planning and Full Mission Bridge Simulation	04 points
iv.	RLNG Pipeline Expert (foreign)	BE (Mechanical)/BE/BSc in Metallurgy	04 points
v.	Horizontal Direction Drilling (HDD) Expert (foreign)	BE (Civil)/MSc in Geology or equivalent with 10 years relevant experience	04 points
vii.	Hydrographer	Cat-B Hydrographic course qualified with 10 years experience	03 points
vi.	Environmental Engineer (foreign/ local)	BSc/BE (Environment) with 07 years post qualification experience.	03 points
viii.	Financial Expert	CA/ICMA with 7 years post qualification experience or MBA (Finance) with 10 years post qualification experience of conducting financial feasibility studies.	03 points

NOTE NO.1:-Fifty percent (50%) points will be awarded against qualification and fifty percent (50%) will be awarded against experience of each individual in Category D above.

NOTE NO.2:-The requirements of the evaluation criteria will have to be supported by documents/proof.

6.2 The date, time and address of the financial proposal opening shall be communicated to technically qualified Consulting firms following completion of technical evaluation.

6.3(d) Negotiation will be done as per PPRA Rule 10 "Procurement of Consultancy Services, Regulations, 2010

7.1 Please refer PPRA Rule 3.B(ii)(c)(iii) "Procurement of Consultancy Services, Regulations, 2010.

8.2 The Assignment is expected to commence within 15 days after the approval of Competent Authority

Chapter-3

Standard Proposal Technical Forms

List of Standard Proposal Technical Forms

- Form -1 A brief description of the Consultant's organization and an outline of recent (not older than Ten years) experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.
- Form -2 A list of Projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the Projects being presently under-taken.
- Form -3 Consultants' understanding of the objectives of the Project, their approach towards the assignment and a description of methodology that the Consultants proposal to perform on the activities and completion of the assignment.
- Form -4 Any comments or suggestions on the TOR; The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
- Form -5 Latest CVs duly signed by the proposed key professional staff and an authorized manager in the Consultants head office. Key information should include number of years with the firm and degree of responsibility held in various assignments especially during the last ten (10) years.
- Form -6 A monthly work plan illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- Form -7 A schedule for compilation and submission of various types of reports.
- Form -8 A work plan and time schedule for the key personnel also showing the total number of man-months by each key person.
- Form -9 The composition of the proposed staff team and the tasks which would be assigned to each staff members and their position.

Form -10 Financial information

Form -11 Any additional information; necessary for proposal.

Form 1

FIRM'S REFERENCE

**Relevant Services Carried Out in the Last Ten Years
Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Applicant Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by the Staff		

Consultants' Name: _____

Form 2

PRESENT STAFF DEPLOYMENT

(As of _____)

Major Project(s) Presently Undertaken	Project Name Location	Associates(s)

Field of Expertise	Total Number of Permanent Staff	Staff Assigned to Above Projects

**APPROACH PAPER ON METHODOLOGY PROPOSED
FOR PERFORMING THE ASSIGNMENT**

Form 3

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

1.

2.

3.

4.

5.

Etc.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Staff: _____
4. Profession: _____
5. Date of Birth: _____
6. Years with Firm: _____
7. Nationality: _____
8. Membership in Professional Societies: _____
(Membership of PEC is Mandatory)

9. Detailed Tasks Assigned on the Project: _____

10. Key Qualifications:
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

11. Education:
[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and Client references, where appropriate.

13. Languages:-
[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

14. Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

Signature of Staff Member
and: Authorized official from the firm

Date: _____
Day/Month/Year

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Programme from date of assignment (in the form of a Bar Chart)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report(s) - Monthly - Quarterly - Yearly	
3. Draft Completion Report	
4. Final Completion Report	

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Name	Position	Months (in the form of a Bar Chart)															Number of Months	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		

Full Time: _____

Part Time: _____

Activities Duration _____

Signature _____
(Authorized Representative)

Full Name _____

Designation _____

Address _____

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO
BE ASSIGNED TO EACH TEAM MEMBER**

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

Summarized position of Financial Information

PKR Millions						
Sr.#	Item	Year 1	Year 2	Year 3	Total	Average
1	Turnover					
2	Current Assets					
3	Current Liabilities					
4	Working Capital (2-3) above					
5	Net Worth					
6	Paid up capital/Equity					
7	Non Current Liabilities					

Chapter-4

Standard Proposal Financial Form

1. Lump Sum Remuneration

The remuneration of Consultants for the Project work shall be on Lump Sum basis including but not limited to all the applicable Taxes, Sales Tax, Fees, CESS, etc by Federal, Provincial governments including Sindh Revenue Board (SRB) and Local government. However, activity wise breakup is required.

Description

Amount (US Dollar)

i. Consultancy fee for engineering consultancy services required under Scope of Services.

The proposed amount payable to Consultant is
US\$ _____
(amount in words
United States Dollar

_____)

Note : -

- 01. The quoted sums should be unconditional and in case any condition is attached to the quoted sum the bid will be liable to be rejected.
- 02. The contract price is not to be stated or revealed in the Technical Proposal but only in the Financial Proposal.

5.1 Introduction.

- 5.1.1 Port Qasim is the first Industrial & Commercial Port of Pakistan operating under landlord concept according to PQA Act, 1973. PQA has so far established 12 state-of-the-art port terminals including two LNG Terminals, through private sector investment, which is catering more than 45% sea borne trade of the country. The port provides shore based facilities and services to international shipping lines/companies and other concerned firms/agencies in the form of adequate water depth in the navigation channel, berths/terminals, cargo handling gears, go-downs, storage areas and Day & Night transit facility to vessels.
- 5.1.2 The demand of RLNG is growing day by day; its consumption particularly during winter season reaches to its peak. Presently, only two LNG Terminals are under operation.
- 5.1.3 Govt. of Pakistan, Ministry of Petroleum & Natural Resources (P&NR) through Inter State Gas Systems (Pvt) Limited (ISGS) decided to import LNG on Fast Track basis. Consequent upon approval of the project by the Cabinet and signing of LSA by SSGC with Engro Elengy Terminal Pvt. Limited (EETPL) on 30th April 2014, PQA subsequently, signed an Implementation Agreement (IA) with EETPL on 23rd June 2014. The 1st LNG Terminal is in operations since March 2015 with a handling capacity of 600 mmscfd.
- 5.1.4 Pakistan LNG Terminals (PLTL), a subsidiary of Ministry of P&NR subsequently executed a contract with M/s Pakistan Gasport Consortium Limited (PGPCL) for LNG Storage and Re-Gasification Services on 1st July 2016. Thereafter, PQA and PGPL signed IA on 5th January 2017 for establishment of LNG Terminal. The 2nd LNG Terminal is in operation since September 2017 with a handling capacity of 600 mmscfd. PQA has up-till now successfully handled more than 200 LNG Carriers without interrupting normal port operations.

5.2 Objectives.

The objectives of this Consultancy assignment is to undertake a technical study to assess/identify the ideal area at Port Qasim to establish an exclusive LNG Zone for setting up LNG Terminals in light of national policy/guidelines and international codes & standards and best industry practices.

5.3 Project Description.

Government of Pakistan intends to undertake a Technical Study, through a reputed third party, to assess/identify an ideal area of Port Qasim for an exclusive LNG Zone for locating LNG Terminals, which should comply with the industry safety standards and have zero impact on normal port traffic. In the event that a zero impact on normal port traffic is not possible, then the best alternative to zero impact on normal traffic should be evaluated.

5.4 Scope of Services

The scope of services for providing Consultancy Services to assess/identify the suitability of an ideal area including but not limited to the establishment of addition LNG terminals at main channel in Port Qasim for an exclusive LNG Zone for establishment of LNG terminals which complies with industry safety standards and have zero impact on normal port traffic. In the event that a zero impact on normal port traffic is not possible, then the best alternative to zero impact on normal traffic should be evaluated This study will also look into all aspects of land based LNG terminals viz-a-viz floating LNG terminals. The study/(ies) should be complete in all respect but not limited to the following:

- i. The LNG zone identified and recommended should be technically and economically feasible and commensurate to requirements of prevailing International Codes and Standards as given in the LNG Policy, 2011 updated till to last date and other Federal regulatory licensing requirements are foremost in the assessment process. These shall include best international industry practices but not be limited to SIGGTO, OCIMF, PIANC, NFPA etc. The LNG Zone should be able to accommodate number of LNG terminals to cater existing and future LNG requirements of the country in consultation with Ministry of Petroleum & Natural Resources.
- ii. The LNG zone should have sufficient water maneuverability space to permanently moor an FSRU and handle LNG Vessels, allow 24/7 access of Q-Flex and Q-Max size vessels including larger future LNG vessels in compliance of SIGGTO/PIANC Guidelines without interrupting the other port traffic. Turning Circle/(s) and Passing Bays, if required for ease of maneuverability may also be recommended. The maneuvering of vessels in the proposed/identified LNG Zone should also be verified through Full Mission Bridge Simulation (FMBS) studies with the participation of PQA officials.
- iii. The above study should also be given due consideration to feasibility study for deepening, widening & straightening of existing navigational channel and commissioning of alternate navigational channel being conducted by PQA's Consultant.

- iv. Study and examine the current port operations and need for additional port services to identify logistics requirement complete in all respect including but not limited to tugging, pilotage, mooring, ferry services, medical evacuation, control tower, service jetty, inshore anchorages and passing bays, navigation aids, communication and utility services etc. corresponding to recommended LNG Zone by the Consultant to be provided by the Port to efficiently manage LNG Zone as per international best practices.
- v. Carryout the Qualitative / Quantitative Risk Assessment (QRA) of LNG Zone considering FSRU/land based LNG terminals. The LNG zone should satisfy safety, security and environmental concerns in accordance with the national/international laws and regulations.
- vi. Examine possibility of a common pipeline/(s) corridor or separate pipeline routes connecting LNG Zone with the SSGC collection point(s) or any other collection point(s) to facilitate LNG terminals in the zone while addressing environmental, economic, logistics and social concerns.
- vii. Consultants are to identify physical hazards of LNG leaks such as uncontrolled release of LNG and severity of catastrophic events including but not limited to Explosion, Pool Fires, Flammable Vapor Clouds, Freezing Liquid, Rollover, Rapid Phase Transition, Earthquakes and Terrorism etc.
- viii. The LNG zone should have sufficient options / alternatives to link pipeline(s) with SSGC collection points considering current and future plans of SSGC.
- ix. Workout complete planning of proposed LNG Zone considering Pakistan LNG policy and international codes and standards.
- x. Requirement of capital dredging works in the LNG Zone.
- xi. Consultations with Sui Southern Gas Company (SSGC), Oil and Gas Regulatory Authority (OGRA) and all other concerned authorities.
- xii. Carryout cumulative maritime operational, safety, security, logistic and environmental risk assessment of positioning LNG terminals in close proximity of each other in the light of Pakistan LNG Policy 2011 updated till to date and all international codes and standards / best industry practices.
- xiii. Identify the requirements to make the proposed LNG zone operational, complete in all respect.

- xiv. Assess navigational constraints & risks, based on Port Qasim navigational channel/s alignment and suggest appropriate mitigation measures as per the International Codes & Standards.
- xv. Consultants to prepare/suggest guidelines for setting up LNG Terminals in the identified LNG Zone and also propose SOPs for handling of LNG vessels in the zone.
- xvi. To assist PQA for seeking approval of the study report at various forums i.e. PQA Board and Federal Government.
- xvii. To assist in developing “capacity building” within PQA to operate and manage the LNG Zone.

5.5. Time Frame.

The Consultants are required to complete the tasks within six (06) months. The time period for activities to be undertaken as per Scope of Services may be further extended through written agreement without any financial implications.

5.6. Reporting Requirements.

The Consultants shall submit the following reports along with unprocessed/ field and processed data completion of their assignment in soft, and hard copies as specified below:-

	Reporting Requirement	Number of hard & soft Copies
1.	Inception Report	25 copies
2.	Final LNG Zone Study Report complete in all respect including FMBS as per scope of services.	50 copies

Note: Consultants to provide one hard & soft copy each of all relevant publications containing international Codes & Standards referred in the studies including but not limited to latest edition of SIGTTO, PIANC, NFPA and etc.

5.10 Time Schedule for Consultancy Services:

The consultants shall commence work immediately but not later than fifteen(15)days after signing of the Agreement, which shall be considered as the starting date. The consultants have to develop work plan and complete all the prescribed tasks within minimum time frame. The consultants shall submit a detailed activity wise time schedule regarding completion of consultancy assignment.

CHAPTER -6

I FORM OF CONTRACT

II GENERAL CONDITIONS OF CONTRACT

III SPECIAL CONDITIONS OF CONTRACT

IV APPENDICES

V ALTERNATE FORM OF CONTRACT IN CASE OF JV

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Form of Contract for Consultancy Services

For

UNDERTAKING TECHNICAL STUDY TO ASSESS/IDENTIFY THE SUITABILITY OF JHARI CREEK OR ANY OTHER AREA AT PORT QASIM TO ESTABLISH AN EXCLUSIVE LNG ZONE FOR SETTING UP LNG TERMINALS.

CONTRACT FOR CONSULTANCY SERVICES

Between

PORT QASIM AUTHORITY

And

(NAME OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

FORM OF CONTRACT

[Notes:

1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.
2. In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.
3. All notes should be deleted in the final text.]

This CONTRACT (hereinafter called the "Contract") is made at Karachi, Pakistan on the __ day of __ month) of ___ (year), between, Port Qasim Authority, a body in incorporated and established under PQA Act 1973, having its registered office at Port Muhammad Bin Qasim, Karachi-75020, Pakistan

_____ (hereinafter called "AUTHORITY" which expression shall include the successors, legal representatives and permitted assigns) on the other hand _____ (hereinafter referred to as the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

- (a) the AUTHORITY desires to engage the Consultants to provide consultancy services as defined in the General Conditions of Contract amended with special condition of contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Authority that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the following Appendices:
[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below/next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A : Description of the Services

Appendix B : Reporting Requirements

Appendix C : Key Personnel and Sub Consultants

Appendix D : Breakdown of Contract Price in Foreign Currency

Appendix E : Breakdown of Contract Price in Local Currency

Appendix F : Services & Facilities to be Provided by the Authority

Appendix G: Integrity Pact (for Services above Rs. 10 million)

2. The mutual rights and obligations of the Authority and the Consultants shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Authority shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of
PORT QASIM AUTHORITY(PQA)

Witness

SECRETARY (PQA)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan.
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Authority or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;

- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Sub Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Authority, the Consultants or a Sub Consultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the AUTHORITY or the

Consultants shall be taken or executed by the Authorized Representatives specified in the SC.

1.7 Taxes and Duties

Unless specified in the SC, the Consultants, Sub Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Leader of Joint Venture

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Authority for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Authority.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Authority's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if

any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) The Consultants shall inform the Authority of the circumstances and probable effects;
- (b) The increase shall be regarded as Additional Services; and
- (c) The Authority shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.8 Suspension of Payments by the Authority

The Authority may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Authority

The Authority may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- (a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing;
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) If the Consultants submit to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) If the Authority, in its sole discretion, decides to terminate this Contract.

2.9.2 By The Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Authority fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Authority of the Consultants' notice specifying such breach;
- (c) If, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

- (d) If the Authority fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Authority, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Authority shall make the following payments to the Consultants:

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally

accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub Consultants or third parties.

3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub Consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

The Consultants, their Sub Consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Authority's business or operations without the prior written consent of the Authority.

3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

- a. If the Authority suffers any losses or damages as a result of proven faults, errors or omissions in the design of a Project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.
- b. The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.
- c. The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the

Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

- d. The Consultants shall, at the request of the Authority, indemnify the Authority against any or all risks arising out of the furnishing of professional services by the Consultants to the Authority, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Authority.

3.5 Other Insurance to be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Authority's Prior Approval

The Consultants shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-Consultants and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultants and its Personnel pursuant to this Contract;
- (c) Any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Authority the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.8 Documents Prepared by the Consultants to be the Property of the Authority

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Authority, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Authority, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

3.9 Equipment and Materials Furnished by the Authority

Equipment and materials made available to the Consultants by the Authority, or purchased by the Consultants with funds provided exclusively for this purpose by the Authority, shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Authority an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Authority's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Authority in writing, shall insure them at the expense of the Authority in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Authority or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

4. CONSULTANTS PERSONNEL AND SUB-CONSULTANTS

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Authority.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Authority, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Authority's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Authority.
- (c) Except as the Authority may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

The Authority shall use its best efforts to ensure that the Authority shall:

- (a) provide at no cost to the Consultants, Sub-Consultants and Personnel such documents prepared by the Authority or other consulting engineers appointed by the Authority as shall be necessary to enable the Consultants, Sub-Consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Authority, shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) Issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;

- (d) Provide to the Consultants, Sub-Consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Authority shall:

- (a) Coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) Coordinate with any other Consultants employed by him.

5.1.3 Approvals

The Authority shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

5.2 Access to Land

The Authority warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

5.4 Services and Facilities

The Authority shall make available to the Consultants, Sub-Consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Authority shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

6.2 Contract Price

- a. Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
- b. The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.

6.3 Terms and Conditions of Payment

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Authority specifying the amount due.

6.4 Period of Payment

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Authority to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Authority.

6.5 Delayed Payments

If the Authority has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Authority outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) Any re-doing of any part of the Services as a result of Authority's instructions.

If, in the opinion of the Authority, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Authority of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Authority within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 Consultants' Entitlement to Suspend Services

If the Authority fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Authority, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment. This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party to arbitration, to be held at Karachi; in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Authority shall be withheld on account of such proceedings.

8. Integrity Pact

8.1 If the Consultant or any of his Sub Consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Authority shall be entitled to:

- a) Recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub Consultant, agents or servants;
- b) Terminate the Contract; and
- c) Recover from the Consultant any loss or damage to the Authority as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub Consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Authority under Sub-Para (a) and (c) of this Sub-Clause.

III. SPECIAL CONDITIONS OF CONTRACT

No. of GC clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract (GCC).
------------------	---

1.1 Definitions

(p) "**Assignment**" means

Consultancy Services for conducting scientific / technical study for identification of suitable exclusive LNG Zone at Jhari Creek or any other area at Port Qasim for establishment of LNG terminals considering all aspects of land based and Floating Storage Regasification Unit (FSRU) LNG terminals.

1.6 Authorized Representatives

The Authorized Representatives are the following:
For the Authority:

Director(PSP)
Port Qasim Authority,
Tele # 0092 21- 99272201
Fax # 0092 21- 34730108
Email # pqapsp@gmail.com

For the Consultants:

_____ (Name of Project Manager)

_____ (Project)

_____ (Address)

Telephone : _____

Facsimile : _____

E. Mail : _____

1.7 Taxes and Duties

All prevailing duties and taxes, federal and provincial, shall be as per Applicable Law. Consultants must be registered with Sindh Sales Tax Authority, Income Tax Authority and PEC.

All taxes, prevailing on the date of submission of Financial Proposal as per regulations of Government of Pakistan and Government of Sindh shall be applicable and responsibility of the bidder. Any new / additional taxes or deductions as per the regulation of the Government of Pakistan and / or Government of Sindh, if levied after the above stated date and which affect cost of carrying out the Consultancy Services, will be adjusted in the contract price accordingly.

1.8 Leader of the Joint Venture

The leader of the Joint Venture is (Name of the Member of the Joint Venture).

Note: If the Consultants do not consist of more than one entity, the Sub-Clause-1.8 should be deleted.]

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the parties

2.2 Termination of Contract for Failure to Become Effective

The time period shall be 120 days, or such other period as the parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the services within (15) days after the date of signing of Contract Agreement or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of Completion of Services shall be as per Appendix-.A
"Completion of Services" means Completion of services mentioned in Appendix-A.

2.4.1 Schedule of Services

Schedule of Services shall be 06 months as per Appendix-A:

3.4 Liability of the Consultants

The liability of the Consultant expires after 03 years from the date of submission of final LNG Zone study report, complete in all respect as per the scope of services given in the RFP.

3.8 Documents Prepared by the Consultants be the Property of the Authority

The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Authority.

5.1.1 Assistance

- a. The Authority shall make available relevant information, data and documents available with the Authority for the information of the Consultant within mutually agreed time
- b. Any type of assistant which Authority may think within its reach and beneficial to the Consultants.

5.1.2 Coordination

The Authority shall assist the consultants in facilitating coordination /consultation with all concerned authorities, agencies and department.

5.13 As per contract between Authority/contractor/Consultants

5.2 Access to Land

The Authority will arrange entry passes for Port Area for the duration of contract or as required by Consultant's personnel involved in the project.

5.3 Services and Facilities.

For details of facilities, refer to Appendix-F

6.1 Remuneration:

The lump sum Remuneration will be to the extent as mentioned in Clauses ----- of these Special Conditions of Contract.

6.2 Contract Price

The contract price shall be in US Dollar and breakup/ schedule of payment shall be as per clause 6.3.1.

6.3 Terms and Conditions of Payment

Payment to the Consultant shall be made as per schedule below:

6.3.1 Payment Schedule of Services

Lump sum amount in US Dollar against services shall be paid to the consultants as stated in following table:

Schedule of Payments:

S. No	Activity	% of total Payment	US Dollars \$
1	Mobilization Advance payment against Bank Guarantee of minimum AA rated scheduled Bank of Pakistan located in Karachi or foreign bank guarantee with a counter bank guarantee of local bank of minimum AA rated scheduled bank of Pakistan located in Karachi. (The bank guarantee to be returned with the submission of final report.)	10 %	
2	Inception Report within 02 weeks of award of contract	10 %	
3	Submission of Final LNG Zone Study Report	70%	
4.	Assist PQA for seeking approval of the final report at various forums till approval.	10%	

(No extra payment shall be made for any repeated activity as mentioned in the above & below tables).

6.4 Period of payment.

Payments shall be made as detailed in TOR after completion of milestones/ stages.

6.5 Delayed Payments

This clause is deleted.

6.6 Additional Services

- (a) This clause is deleted;
- (b) Services performed during the period extended pursuant to sub-clause 2.6 GCC beyond the original scheduled time for completion of services will not be reimbursable by extra payment beyond the contract price.
- (c) This clause is deleted.

7.1 Assistance in litigation / Arbitration

The Consultants will assist the Authority in Litigation / Arbitration during the currency of contract without financial implication on PQA.

Appendix A
Description of the Services
[As Per RFP]

Appendix B
Reporting Requirements
[As Per RFP]

Appendix - C

Key Personnel and Sub-Consultant(s)

Appendix D

Breakdown of Contract Price in Foreign Currency

Not Applicable

Appendix E
Breakdown of Contract Price in Local Currency
[As per Chapter-4]

Appendix F

Services and Facilities to be Provided by the Authority

The Authority shall make available the following Services and Facilities:

1. Services and Facilities of the Authority

The Authority shall make available to the Consultants, free of any charge, the services, facilities and property, at the times and in the manner specified hereunder:

- (a) The Authority shall provide all required reports / studies available /or facilitate in getting such reports .
- (b) Any other areas where Authority shall be needed to provide required facilities and coordination of staff and also facilitate in getting permission/ entry passes etc.

Appendix G

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Consultant, director, promoter, shareholder, Sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing

the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

CONTRACT FOR CONSULTANCY SERVICES

LUMP SUM REMUNERATION

between

PORT QASIM AUTHORITY

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

_____ **Month and Year**

_____ **(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

_____ **(Name of Individual Consultants)**

_____ **(Name of Individual Consultants)**

FORM OF CONTRACT

[Note: Use this Form of Contract when the Consultants perform Services as a Member of the Joint Venture.

This CONTRACT (hereinafter called the "Contract") is made on the ____ day of ____ [month] of _____ [year], between, on the one hand,

(hereinafter called the Authority which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Authority for all the Consultants' obligations under this Contract, namely:

(hereinafter collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Authority has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Authority that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the following appendices:

Note: *If any of Appendix _____ is not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Sub consultants
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services & Facilities to be Provided By the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Authority shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical parts each of which shall be deemed as the original, as of the day and year first above written.

For and on behalf of
Port Qasim Authority

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____

[Seal]

[Seal]

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of the Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____

[Seal]

[Seal]

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

[Seal]

Signature _____
Name _____
Title _____

[Seal]

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

[Seal]

Signature _____
Name _____
Title _____

[Seal]

CONDITIONS

PQA shall have the right at all times to:

- Cancel the process for selection of Consultants
- Vary any of the terms set out in the RFP or any of the Annexes thereto
- Reject any Proposal not delivered in the prescribed format and at the prescribe ensure at the prescribed time

The Consultants shall protect and defend unconditionally as well as indemnify and hold PQA or any other relevant government body/agency, its employees, directors, officers and agents free and harmless from and against any and all liability, losses, claims, liens, demands, damages against any and all causes of action of every kind and character, including without limitation any judgments, penalties, interest, court costs and any legal fees incurred in enforcing this indemnity, arising under this Agreement. PQA makes no representation, covenants, warrants or guarantees, express or implied, other than those expressly set forth in this Agreement. In no case shall PQA be liable for contingent or consequential, special or indirect damages.

CONFIDENTIALITY

The consultant shall treat this RFP and if successful, the subsequent Contract Agreement and all information about the contract as confidential. In particular, the successful bidder shall not publish any information, drawings / reports or photographs concerning the projects considered herein or any ancillary facilities, without written permission of PQA.

DISCLAIMER

All Information contained in this RFP is indicative only and provided solely to assist in a preliminary assessment of the project. Nothing contained in this RFP or elsewhere shall create any contractual binding on PQA nor does it commit PQA to anything given in the RFP or elsewhere. Neither PQA other Departments / Consultants of PQA shall have any liability or responsibility for the correctness of the information, assumptions contained herein or otherwise in respect of the project. It is the responsibility of the bidder to verify all information to his satisfaction