



GOVERNMENT OF PAKISTAN
MINISTRY OF MARITIME AFFAIRS
PORT QASIM AUTHORITY
BIN QASIM KARACHI-75020

REQUEST FOR PROPOSAL OF

FOREIGN ENGINEERING CONSULTANT FIRM

REVIEW & UPDATING OF PQA MASTER PLAN

1. Port Qasim Authority (PQA) intends to acquire Engineering Consultancy Services of Foreign Consultant to review and update of PQA Master Plan at Port Qasim Karachi, Pakistan.
2. Request for Proposal (RFP) inter alia, specifying the scope of work, procedure and format for submission of proposals can be downloaded from PQA website:- www.pqa.gov.pk.
3. Bid Money equivalent to US\$ 50/- in Pak Rupees 5,000/- non refundable in the shape of pay order from a local bank shall be payable at the time of submission of the bids.
4. Pre-bid meeting will be held on 15th February, 2018 at 1130 hours in the Conference Room of PQA Main Head Office Building, Port Qasim Authority, Karachi, Pakistan.
5. Interested firms are requested to submit their proposals complete in all respects in the office of Director (Planning and Development) by 12.00 hours on 14th March, 2018. Technical Proposals shall be opened in the presence of bidders who may like to be present on the same day at 1230 hours in the PQA Main Head Office Building, Conference Room, Port Qasim Authority, Karachi, Pakistan, Tel No.(02)-99272168 Fax No.(021)-34730108. Financial Proposal of Technically qualified firms shall be opened on a date and time to be communicated later on. Financial only Proposals of Technically disqualified firms shall be returned unopened. Evaluation shall be carried out as per specified criteria/procedure provided in RFP.
6. The Authority reserves the right to accept or reject any or all the proposals as per Public Procurement Rules, 2004.


(MUHAMMAD SAQIB)
Secretary

GOVERNMENT OF PAKISTAN
MINISTRY OF MARITIME AFFAIRS
Port Qasim Authority

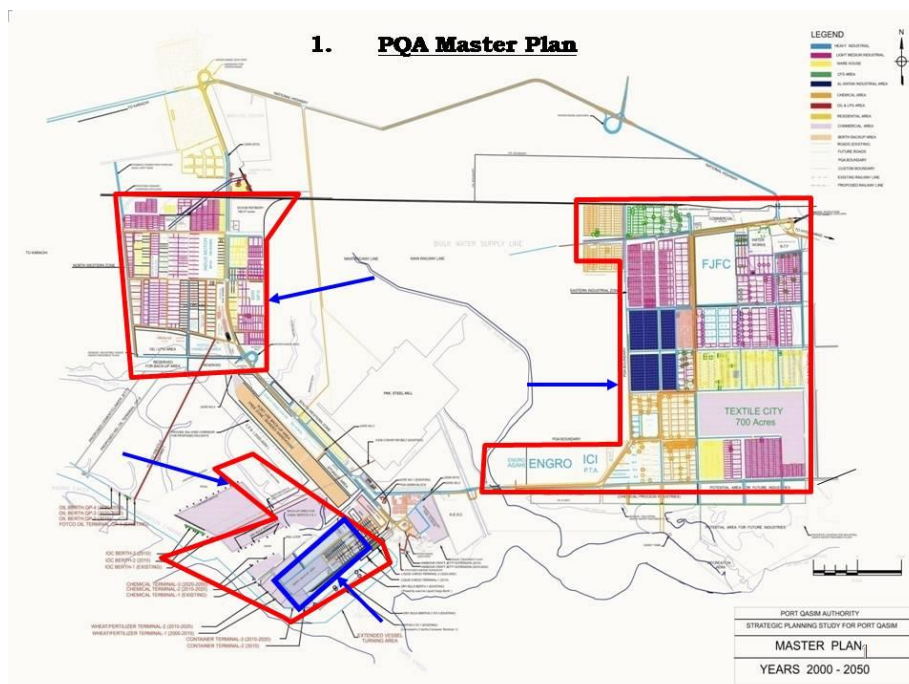


PORT QASIM

REQUEST FOR PROPOSAL

FOR

APOINTMENT OF FOREIGN ENGINEERING CONSULTANT
FOR
REVIEW AND UPDATING OF PQA MASTER PLAN
AT PORT QASIM



December, 2017

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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 are provided in the attached TOR.
- 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 held or as specified in the Data Sheet. Your 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 for Consultancy Services has been advertised by publication in the newspapers as well as uploaded at PQA & PPRA websites.

- 1.9 We wish to remind you 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.
 - iii) A Consultant or any of its Consortium member (including its personnel and sub-consultant) shall not before or after award of this agreement participate in the proposal of another Consultant or any of its Consortium member which has submitted a proposal for this agreement).

2. Documents

- 2.1 To prepare a proposal, use the attached Forms/Documents listed in the Data Sheet / given in this Request for Proposal.
- 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 writing 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 Consultant has to submit a Technical and a Financial Proposals. The proposals shall be written in English language.

Technical Proposal

- 3.2 In preparing the Technical Proposal Consultant must require to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at Consultant's own risk and may result in rejection of the proposal.

3.3 During preparation of the Technical Proposal Consultant must give particular attention to the following:

- i) If Consultants consider that the firm does not have all the expertise for the Assignment, the same may obtain a full range of expertise by associating with other firms or entities. The services of local experts may also be utilized but only to the extent for which the requisite expertise is not locally available with any foreigner Firm. 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 subject to limitations in the Data Sheet.
- 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 foreigner / local 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 The Technical Proposal shall provide the following and any additional information using the attached Standard Forms in Chapter-3:

From-1 A brief description of the Consultant's organization and an outline of recent experience of the similar nature assignments, in the 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 undertaken by the Firm and expertise-wise total number and number of staff deployed on the Projects.
- Form-3 Consultant's, understanding to 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 on the Terms of References (TOR).
- Form-5 Latest, CVs duly signed by the proposed key professional, staff or an authorized manager of the Consultants. 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 The schedule, for compilation and submission of various types report.
- 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 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 lump sum costs inclusive of all prevailing relevant taxes 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 Payments may be expressed in currency (ies) 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 a 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 govern. 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 interlineations 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 submitted 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

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client 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 Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

5.3 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 and Cost Based as per Procurement of Consultancy Services Regulations of PPRA, 2010.**

6. Guidelines for Evaluation of Proposals

6.1 On receipt of the proposals, client 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 client will then open the financial proposals of all the technically qualified firms/consulting engineers in the presence of such consulting engineers who care to be present and will publicly 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;

6.3.1 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.

6.3.2 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; F = the weight given to the Financial Proposal; T + F = 1) indicated below.

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

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.

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

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

7. Negotiations

- 7.1 The Committee constituted by PQA may negotiate with the highest ranked bidder regarding methodology, work plan, staffing and special conditions of the contract. The Committee shall not permit substitution of key staff, unless both parties agree that undue delay in selection process makes such substitution unavoidable. In case of failure of negotiations with highest ranked bidder, the Committee may invite the next ranked bidder for such negotiations or discussions. Negotiations are to be carried out by committee and its minutes shall be recorded. Negotiations by a single person Committee shall never be allowed:
- 7.2 Provided that negotiations shall not seek changes in the rates quoted by the bidder in accordance with restriction imposed on financial negotiations under Rule 40 of the Public Procurement Rules, 2004.

8 Award of Contract

- 8.1 The firm achieving the highest combined technical and financial score (S) will be awarded the Contract. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.
- 8.2 The firm 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, until the winning firm has been notified that it has been awarded the contract.

1. Documents

- To prepare a proposal, please use the Forms as enclosed for Technical & Financial proposal.
- Bidders requiring a clarification of the Documents must notify the Client, in writing, not later than seven (7) days before the proposal submission date.
- 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 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 the Assignment is Foreign Engineering Consultancy Services for Revision and Updating of PQA Master Plan and Allied assignments.
- 1.2 The name of the Client is Port Qasim Authority (PQA).
- 1.3 The description and objective of this Consultancy / Assignment is mainly to carry out an study with the view to revise and Update Port Qasim Master Plan, Right of Ways (ROW), Waterfront Development.
- 1.4 Pre-Bid Conference: If requested, at-least 15 days prior to submission of RFP.
- 1.5 The name(s) and address (es) of the Official(s) is (are):-
 - Director General (Planning & Development)
2nd Floor, Administration Block,
Head Office Building
Port Qasim Authority, Karachi.
Tel # (021) 99272155
Fax # (021) 34730147
 - Director (P & D)
1st Floor, Administration Block,
Head Office Building
Port Qasim Authority, Karachi.
Tel # (021) 99272168
- 1.6 The Client (PQA) will provide the Consultants all existing data, information, studies and reports available with PQA pertaining to the assignment.
- 2.1 The Documents are: - TOR, Draft Form of Contract, Sample formats Appendices, and those pertaining to assignment on request and signing of Contract.
- 2.2 The address for seeking clarification is:
 - Director (P&D)
1st Floor, Administration Block,
Head Office Building
Port Qasim Authority, Karachi.
Tel # (021) 9927 2168

- 3.3 i. A short-listed firm may associate with another short-listed firm:
Not applicable
- ii. The same Sub-consultant may participate in several proposals:
No

3.9 Payment shall be Lump sum in United State Dollar (USD).

4.1 The number of copies of the Proposals (Technical and Financial) required is one original and one copy (Total Two copies of each) with one soft copy.

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

4.4 The address for submission of proposals is:

Director (P&D)
1st Floor, Administration Block, Head Office Building
Port Qasim Authority, Karachi.
Tel # (021) 99272168
Fax # (021) 34730147

4.5 Validity period of the proposal is
(Days date): 120 days

5.2 Evaluation Criteria

Evaluation criterion of Technical Proposal is given below. Financial proposal of technically qualified Consultants shall be opened only. The financial proposals of bids found technically disqualified shall be returned un-opened to the respective bidders / Consultants.

Mandatory Requirements:

- i. Lead Firm will be a Foreign based Consultant
- ii. The Pakistan based Consultants must be registered with the Pakistan Engineering Council (PEC) and submit duly valid certificate from PEC.
- iii. The Foreign based Consultants will be required to get registered as above with Pakistan Engineering Council (PEC) at the time of Award of work / Letter of Intent (LOI) stage.
- iv. Consulting firms Black-listed by Federal Government. or Provincial Government or Local Government. or Autonomous / Semi Autonomous bodies controlled by Federal Government. or Local Authorities or under PPRA Rules, can not participate in the bidding.

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 | 45 | 25 |
| B. Financial Soundness | 05 | 03 |
| C. Methodology | 10 | 06 |
| D. Personnel | 40 | 25 |

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

Category-A: Experience Maximum 45 Points

i. Ports and Harbour General Experience Maximum points 05

Experience in Planning ,design, construction Management preparation of feasibilities of projects costing minimum USD 20 Million or more 03 points

For each additional of project costing minimum USD 20 Million 01 points

ii. Preparation of Strategic Master Plan of **Major Ports** including Right of Ways, waterfront Development and logistics Maximum points 35 (a+b+c+d)

(a) Preparation/updating of strategic Master Plan of Major Port Maximum points 25

- One Project of similar nature 20 points

- Two Projects ----- do ----- 22 points

- Three Projects -----do ----- 25 points

- (b) Review and up dating of Master Plan of **Waterfront Development Schemes** Maximum points 05
- One Project of minimum coasting USD 20 Million 03 point
 - Two Projects of minimum coasting USD 20 Million each 05 points
- (c) updating of Right of Ways planning Maximum 02 points
- (d) Study Logistics issues /cargo transportation and traffic matters Maximum points 03
- One Project of minimum coasting USD 2 Million 01 point
 - Two Projects of minimum coasting USD 2 Million each 02 points
- iii. Similar nature of Port & Harbour Projects in hand Maximum points 05
- One Project of minimum coasting USD 2 Million 03 points
 - Two Projects of minimum coasting USD 2 Million each 05 points

Category-B: Financial Soundness 05 points

- i. Average Working Capital for last three years as per audited account: Maximum 03 points
- Minimum Working Capital USD 01 Million 02 points
(For each additional USD 0.1 Million subject to maximum USD 0.1 Million) 01 points
- ii. Average Annual Turnover for last three years as per audited account: Maximum 02 points
- Minimum Annual Turnover USD 0.5 Million 01 point
For each additional USD 0.5 Million subject to maximum USD 0.1 Million) 01 points

Note: Last Three years audited account must be provided.

Category-C: Methodology 10 points

- i. Approach on Methodology & work plan 05 points

- ii. Understanding of objectives 02 points
- iii. Quality assurance plan. 02 points
- iv. Organization & staffing
(Structure & composition of team) 01 points

**Category-D:
Personnel**

40 Points

a. Qualification & Experience of Consultant's Key Personnel proposed for the Project at Planning and Bidding Stage:

| | | | |
|-------|--|--|-----------|
| i. | Port Planning Engineer Foreigner | Masters in Eng. (Civil) with 10 years post qualification experience /B.E. Civil with minimum 20 years' qualification experience out of which 10 years in port & harbour planning related projects. | 09 points |
| ii. | Project Management Engineer Foreigner | Masters in Eng. with 12 years post qualification minimum experience / B.E (Civil) with minimum 25 years post qualification experience. | 07 points |
| iii. | Navigation Expert Foreigner / Local | Master Mariner Class-I / Hydrographic Qualified IHO Category-B either having minimum 10 years experience in major ports. | 04 points |
| iv. | Waterfront Development Planner Foreigner | BE (Civil/B Architect) with minimum 15 years post qualification experience in similar assignments | 04 points |
| v. | LNG / LPG Zoning Specialist Foreigner / Local | 1 st Class Marine Engineer with experience (a) sailing as chief engineer or (b) related experience on gas tanker (c) related experience of LNG projects. | 02 points |
| vi. | Environmental Engineer Foreigner / Local | MS / MSC in Environmental Engineering with at least 15 years post qualification experience in Environmental Engineering. | 02 points |
| vii. | Financial Expert Foreigner / Local | CFA / CA / ACCA / CMA with minimum 10 years port qualification experience. | 02 points |
| viii. | Economist Foreigner / Local | MA Economist with 10 years minimum experience | 02 points |
| ix. | Legal Expert Foreigner / Local | With minimum 10 years experience as solicitor / barrister / Attorney / | 02 points |

| | | Advocate. | |
|-----|--|--|-----------|
| x | Coal Specialist Foreigner / Local | BE (Civil.) / Metallurgy with minimum 25 years post qualification experience in Ports & harbor and 10 years experience on Coal Terminal. | 02 points |
| xi. | Supply Chain Specialist Foreigner / Local | MS / MBA Supply Chain Management with minimum 12 years experience | 02 points |
| Xii | Dredging Expert Foreigner / Local | BE (Civil) / equivalent hydrographic qualification having dredging works experience of more than 10 years | 02 points |

Note-1: 40% points against qualification and 60% points against experience of each individual will be considered.

Example: 10 years experience of Master Qualified = 20 years of Graduate will receive 100% points and accordingly in case of less experience percentage will be calculated.

Note-2: The nominated expatriate shall have to full time physically (not by proxy) undertake the relevant activities to be performed in Pakistan (such an undertaking shall be provided)

Note-3: Any change in the nominated key personnel shall be with PQA's consent which will not be with held unreasonably.

Note 4: Foreigner Project Management Engineer's full time presence in Karachi, Pakistan will be required.

Note 5: The associated local consultant, if any, has to be specified.

Note 6: Experience / qualifications of personnel have to be supported by document-ally evidence.

Chapter-3

Standard Proposal Technical Forms

List of Standard Proposal Technical Forms

- Form-1 A brief description of the Consultant's organization, an outline of recent experience of the similar nature assignments. 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 about the objectives of the Project, their approach towards the assignment, a description of methodology, that Consultants propose to perform on the activities and completion of the assignment.
- Form-4 Any, comments, 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 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 Any additional information as requested in the Data Sheet.

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/Co-ordinator, Team Leader) involved and functions performed: | | |
| Narrative Description of Project | | |
| Description of Actual Services Provided by the Staff | | |

Consultants' Name: _____

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 me, 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 | Weekly / Monthly Program 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 | 16 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |

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 | Weeks / Months (in the form of a Bar Chart) | | | | | | | | | | | | | | Number of Months |
|------|----------|---|--|--|--|--|--|--|--|--|--|--|--|--|--|------------------|
| | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | |

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

Chapter-4

Standard Proposal Financial Form

1. Lump Sum Remuneration

The remuneration of Consultants shall be inclusive of all duties, taxes, profit, overheads etc as detailed below. However, activity wise breakup is required to be provided.

Description

Amount (USD)

Lump sum consultancy fee for
Engineering Consultancy Services.

b. Currency of Payment

The contract shall be in US Dollar shall be paid in US Dollars. All the payments shall be made through irrevocable, unconditional and confirmed Letter of Credit to be opened through any AA rating Bank in Pakistan confirmed by a Bank acceptable to the Consultant. Confirmation charges of the Letter of Credit shall be paid by the consultant.

Chapter-5

Terms of Reference

1. Introduction.

- 1.1 Port Qasim is the 2nd deep sea and first Industrial-cum-Commercial Port of Pakistan, functioning under landlord concept through PQA Act, 1973. PQA is primarily a service oriented organization. The port provides shore based facilities and services to international shipping lines and other concerned agencies in the form of adequate water depth in the channel, berths/terminals, available cargo handling equipments, warehouses , storage areas and providing facilities for safe day and night transit of vessels. The port currently caters for more than 45% of seaborne trade requirements of the country.
- 1.2 The first berth of Port Qasim namely Iron Ore and Coal Berth (IOCB) was constructed to handle the raw materials exclusive for Pakistan Steel which is operational since year 1980, besides seven Marginal Wharf Berths were constructed in public sector as phase -I .Second phase was developed under PPP mainly on BOT basis. Today in all six major Terminals of various commodities have been constructed and are operational
- 1.3 It is established that economic development is a dynamic process. No study can ever predict development of a country accurately for longer periods and so does any Master Plan. It requires to be updated periodically particularly after the short term development prediction period have elapsed, which are comparatively realistic than Medium term and Long term prediction.
- 1.4 Strategic Planning Study for Port Qasim was prepared in the year 2000-2001. It recommends “review every five years the economic trends and their impact on the demand for Port facilities as well as the land for industrial and commercial use in Port Qasim. To ensure that the adjustment to the Master Plan are made on a scientific basis, an external evaluation of the Master Plan should be carried out every ten years.
- 1.5 Besides above two major cargoes demands have emerged after the 2000-2001 Study which are import of coal and LNG. Both these commodities are very vital for the country as well as for the enhancement of importance and revenues of Port Qasim.
- 1.6 Port Qasim Water Front development plan has to be incorporated in the Master Plan. Hence the updating and review is overdue.

2. OBJECTIVE

Review and updating of a Comprehensive Strategic Master Plan of PQA objectively analyzing all aspects reflecting the optimized port, industrial, commercial and real estate development of Port Qasim during the next 25-30 years. The study should aim at updating the Master Plan with time frames and priorities for the following term plans.

- Short term upto 2025
- Medium term upto 2035
- Long term upto 2050

The plan should indicate modification of policies regarding port manpower, rules and regulations.

3. SCOPE OF SERVICES

The study will incorporate the following major elements:

- i) Review of current situation.

Review of the prevailing situation of port development vis-à-vis recommendations of strategic planning Study-2001 including assessment of port facilities, such as berths, dedicated terminals, cargo handling, navigation and other facilities and highlight constraints.

- ii) Industrial and Commercial Development

Review of existing industrial and commercial development requirements and impact on present and future port facilities and services.

- iii) Analysis of Port Development Scenario and Future Strategy

This shall include:

- a) Updates of overall port traffic of Pakistan.
- b) Project cargo volumes for the next 25-30 years.
- c) Analyze of cargo categories and required berths & facilities.
- d) Analysis of shipping and navigation facilities available, future vessel sizes, trends and requirements leading to forecast of future vessel movements in the port.

Develop / update port development strategies for handling of:

- Container, Bulk specially coal, break bulk, POL, LNG, LPG and general cargo handling operations
- Review of future port capacity requirements.
- Review zoning and phasing of development of port facilities keeping in view requirements of LNG and Coal handling Terminal.
- Review of land utilization plan for the entire port area including industrial zones and commercial areas and Water Front area determine total area allotted to be allotted.
- Review earlier defined potential sites for development of terminals/jetties along the navigation channel. Assess if any revision or relocation has become necessary by now.
- Review type of development recommended, both on-shore, off-shore, at islands as well as type of industries to be allowed and disallowed.
- Review recommendation for development of bonded facilities.
- Review environmental control plans and recommendations for adoption of mitigation measures including preservation of mangroves, etc.
- Identification of areas developable by utilizing dredged material from capital and annual maintenance dredging or other means of land fill.
- Rail and road connections to and from the port.
- Review water front development schemes and elaborate reasons for not launching of such projects.

iv) Revision and Updating of Port Qasim Master Plan

- Revision and updating of Port Qasim Master Plan taking into consideration the recommendations made in studies conducted after year 2001 by Port Qasim, KPT or MOPS Pakistan.
- The update of master planning shall cover with the recommended present /future use of the entire on-shore and off-shore with PQA limits including the port's waterfront area Navigation Channel (present / future / additional / alternative) islands, industrial and commercial zones.
- Study and identified areas for recreation activities with PQA limits.

- Study of Navigation Channel through Jhari & Isaro Creek for small craft including the development, plans craft including the development plans / zones and adjoining islands.
 - The consultants with MOPS and PQA shall discuss with the view to do away any obstructions in the development of Port due to any deviations adjustments made so far.
 - Study shall also divulge upon LNG Bunkering in order to facilitate in future the acceptance of LNG fuelled shipping.
 - Updating of Master Plan ROWs and services and product corridors highlighting current situation and remedial measures.
- v) Recommendation for arrangement of fresh water
- To study & explore the doable option of water sources to meet the water requirement of PQA and its industrial zones.
- vi) Financial Appraisal
- This will include assessment of sources of investments, cash flow projection financial and economic internal rate of return.

4. TIME SCHEDULE FOR CONSULTANTS SERVICES

4.1 The Consultants shall commence work immediately after signing of the Agreement, which shall be considered as the starting date, The complete assignment within twelve months thereafter. The delay in completion of the task in the stipulated 12 months shall not be reimbursable with extra payment. The following reports are to be delivered covering all aspects of the scope of work.

4.2 Reporting Requirement

Following are the minimum requirements of the reports to be submitted by the Consultants.

The firms / consortia are however, advised to propose any additional report(s), which they expect to submit in order to complete the assignment under this TOR.

| S. No. | Deliverables | Time frame from signing of agreement |
|--------|----------------------------|--------------------------------------|
| A. | Inception Report | 02 Months |
| B. | Diagnostic Report | 04 Months |
| C. | Strategic Optimizing Study | 06 Months |

| | | |
|----|--|-----------|
| D. | Existing & future development / implementation plans | 09 Months |
| E. | Draft Final Report | 11 Months |
| F. | Final Report | 12 Months |

A. **Inception Report**

With two months of starting date, among others, to include

- i. Introduction.
- ii. Background of assignment
- iii. Objectives of inception report
- iv. Existing layout & zoning point
- v. Cargo & vessel volumes
- vi. Competitive position of PQA relating to other ports in Pakistan
- vii. Financial performance of Port Qasim
- viii. Major existing ongoing / future development project in Port Qasim
- ix. Project approach planning & deliverables
- x. Vision & mission
- xi. Issue & initial findings
- xii. Meetings & discussions with PQA representative.

B. **Diagnostic Report**

With four months of starting date, among others to include

- i. Land use, zoning & land investigation
- ii. Public buildings.
- iii. Industrial / Commercial / warehousing land
- iv. Transportation, communication, highway, roads, railways, jetties, wharves, moorings & navigational channel.
- v. Telecommunications
- vi. Utilization of water power & natural resources
- vii. Community planning, housing slum clearance amelioration
- viii. Community facilities, including water supply, sewerage disposal, electricity supply, gas supply and other public utilities.
- ix. Residential accommodation & welfare facilities for PQA employees.
- x. Environmental control & prevention of pollution
- xi. Meetings & discussions with PQA representatives.

C. **Strategic Optimizing Study**

Within six months of starting date, among others, to include.

- i. Shipping & road traffic forecast
- ii. Land use zoning & land reservation
- iii. Karachi City & water land connection development
- iv. Prepare plan of Rail & Road connectivity corresponding to serial No. 3 above
- v. Enhance efficiency of Port Operation & Management alongwith efficiency analysis.
- vi. Traffic Management of vessel movement in the PQA navigation channel corresponding to S.N-3(i)
- vii. Prepare capital dredging plan corresponding to S.N-3(i)
- viii. Prepare Annual Maintenance

D. **Existing & future development / implementation plans**

Within eight months of starting date, among others, to include.

- i. Identify the projects for implementation
- ii. Prepare implementation plans considering available PQA funds
- iii. Besides other lending options be considered and recommend most feasible / doable option with arrangement of financing for implementation.
- iv. Use of simulation to determine what development projects options / plans can maximize the expected revenue.
- v. Curve analysis to optimize the present / future revenue of PQA & assessment of future uncertainty.

E. **Draft Final Report**

Within ten months of starting date. On completion of assignment, incorporating all information to and updating the report, Master Plan and summary of work performed, consultant's findings and recommendations. The report shall be explained through a presentation to the PQA.

F. **Final Report**

Within twelve months of starting date. The Final Report shall be submitted to the PQA on completion of assignment and will incorporate all revisions / modifications to the Draft Final Report as approved or necessary.

G. **Important**

- i. All submitted reports / plans listed above have to be based upon & supported by credible research, studies, analysis & assessment in absence of what PQA may reject the particular plan / report.
- ii. The consultant will give presentation of each report / plan to PQA representative before under taking a subsequent report.
- iii. The Master Plan & Master Planning of Port Development & management has to be realistically based upon PQA's present / future revenue generation for expenditure on any scheme.

Chapter -6

Form of Contract for Engineering Consultancy Services

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**
OF _____ **(NAME OF PROJECT)**

Month and Year

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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 on the __ day of __ month) of ___ (year), between, on the one hand Port Qasim Authority

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

WHEREAS

- (a) the Client has requested the Consultants to provide consultancy 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 Client 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 SubConsultants

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

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

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 Client 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

Witness

(CLIENT)

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 Client 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 SubConsultant 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 Client, 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, fax, e-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 Client 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 Client 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 Client.

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 Client'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 Client of the circumstances and probable effects;
- (b) the increase in scope shall be regarded as Additional Services; and
- (c) the Client 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 Client

The Client 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 Client

The Client 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 Client 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 Client a statement which has a material effect on the rights, obligations or interests of the Client 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 Client, 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 Client, 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 Client 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 Client 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 Client 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 Client 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 Client, 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 Client 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 Client, and shall at all times support and safeguard the Client'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 SubConsultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

The Consultants, their SubConsultants, 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 Client's business or operations without the prior written consent of the Client.

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.

If the Client 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.

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.

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.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, 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 Client.

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 Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client'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 SubConsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the SubConsultants 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 Client 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 Client

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 Client, 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 Client, 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 Client

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

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 SubConsultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client 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 Client, (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 Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) Except as the Client 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 CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) provide at no cost to the Consultants, Sub Consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client 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 Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (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) Assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) 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 Client 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 organisation named in the SC.
- (b) Coordinate with any other Consultants employed by him.

5.1.3 Approvals

The Client 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 Client 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 Client 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 Client 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 Client 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 Client 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 Client.

6.5 Delayed Payments

If the Client 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 Client 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 Client's instructions.

If, in the opinion of the Client, 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 Client 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 Client 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 Client 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 Client, 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 for settlement 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 Client shall be withheld on account of such proceedings.

8. Integrity Pact

8.1 If the Consultant or any of his SubConsultants, 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 Client 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 SubConsultant, agents or servants;
- b) terminate the Contract; and
- c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his SubConsultant, 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 Client 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 (GC) of Contract |
| | |

1.1 Definitions

1.6 (p) "Project" means **Foreign Engineering Consultancy Services for Engineering Consultancy Services for Revision and Updating of PQA Master Plan and Allied assignments**

1.7 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Director General (Tech)
 Port Qasim Authority,
 Tele # 9927.....
 Fax #

For the Consultants:

_____ (Name of Project Manager)
 _____ (Project)
 _____ (Address)

 Telephone : _____
 Facsimile : _____
 E.Mail : _____

1.7 Taxes and Duties

All taxes and duties prevalent on the date of signing of this Contract are included in the Consultant Remuneration. Any taxes and duties levied after the date of signing of this Contract shall be paid to the Consultants by the Client as per the actual. The income tax shall not be deducted by the Client at the time of payment against consultancy remuneration, if the Consultant provide Income Tax exemption certificate.

Sindh Sales Tax on Services is included in the Consultant's price.

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 six (12) months from the commencement to the completion or such other period as the parties may agree in writing.

"Completion of Services" means completion of services mentioned in Appendix-A.

2.4.1 Schedule of Services

The Schedule of Services shall be in accordance with Scope of Services / TOR.

**3.5 Other Insurance to be taken out by the Consultants.
(Not applicable)**

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

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

5.1.1 Assistance

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

5.2 Access to Land

The Client will arrange entry passes for Port Area for the duration of contract or as required by Consultant’s personnel involved.

5.1.2 Coordination

The departments and agencies include :- [KESC, KWSB, PTCL, & SSGC etc].

6.1 Remuneration: As mentioned in 6.1 of GCC.

6.2 Contract Price

6.2,1 Foreign currency –Not applicable

6.2.2 The contract shall be in United State currency is USD _____(United State Dollar _____) or any modification made under clause 2.5-GCC or performing any additional services under Clause 6.6.

6.3 Terms and Conditions of Payment

Payment to the Consultant shall be made according to following schedules:

| S.No | Description | % | Amount (USD) |
|-------------|--|----------|---------------------|
| A. | On submission of Inception Report | 20% | |
| B. | On submission Diagnostic Report | 25% | |
| C. | On submission Strategic Optimizing Study | 10% | |
| D. | On submission Existing & future development / implementation plans | 20% | |
| E | On submission of Draft Final Report | 15% | |
| F | On submission of Final Report | 10% | |
| | TOTAL | 100% | USD |

6.4 Period of payment.

All running invoices shall be paid as per Clause 6.4 GC

6.5 Delayed Payments :- Not applicable.

6.6 Additional Services: Service performed during the period extended pursuant to sub-Clause 2.6 GCC beyond the original schedule time for completion of services will not reimbursable by extra payment beyond the contract price.

Appendix A
Description of the Services

[As per RFP]

Appendix B
Reporting Requirements
[As per RFP]

Appendix C

Key Personnel and Sub-Consultant

Appendix D

Breakdown of Contract Price in Foreign Currency

Not applicable

Appendix E

Breakdown of Contract Price in Foreign Currency

Note:

1. Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.
2. This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]

Appendix F

Services and Facilities to be Provided by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

The Client shall make available to the Consultants, and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property, at the times and in the manner specified hereunder:

- (a) The Client shall provide all required draft reports / studies available / or facilitate in getting such reports .
- (b) Any other areas where Client 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:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

LUMP SUM REMUNERATION

between

(NAME OF THE CLIENT)

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 performs Services as 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 "Client" 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 Client 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 Client 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 Client 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 Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and SubConsultants
- 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
- Appendix G: Integrity Pact (for Services above Rs. 10 Million)

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 Client 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, month and year first above written.

For and on behalf of

CLIENT'S NAME

Witness

Signature _____

Name _____

Title _____

Signature _____

Name _____

Title _____

(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____

(Seal)

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____

(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

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.

**PORT QASIM AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT (P&D)**

LETTER OF INVITATION

**Subject: APPOINTMENT OF FOREIGN ENGINEERING CONSULTANT FOR
REVIEW AND UPDATING PQA MASTER PLAN AT PORT QASIM**

To

Your firm in association with local associate as “Pre-qualified Consortia” is hereby invited to submit a Technical and a Financial Proposal for the appointment of Consultant specialized in the field of Ports Master Plan and other studies carried out in respect of **“Review and updating of PQA Master Plan”** and Quality Assurance at Port Muhammad Bin Qasim. This Proposal will form the basis for future contract between your Firm and the Client, named in the Data Sheet.

A brief description of the assignment and its objectives are given in the Data Sheet. Details are provided in the Scope of Services & Contract document.

To obtain first-hand information on the assignment you may contact Director (P&D), P&D Division, and PQA during office hours before the date of bid submission. At no stage PQA shall be liable to incur or reimburse any costs related to any such activities even if the contract award does not materialize. You must fully inform yourself of local conditions and take them into account in preparing your proposal.

Port Qasim Authority will supervise award and execution of the Contract for this project.

Please note that:

- i. The cost of preparing the proposal and of negotiating the Contract, are not reimbursable as a direct cost of the assignment, and
- ii. The Client is not bound to accept any of the proposals submitted and reserves the right to reject one or all proposals as per Public Procurement Regulatory Authority’s Rules.
- iii. We wish to remind you that in order to avoid conflicts of interest:
 - Any previous or ongoing participation or association with Sponsors 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.

- PQA, at its sole discretion, reserves the right to reject (without any compensation and without incurring any liability to the affected bidder), any and all proposals in part or in entirety after the stipulated bid closing date as well as any proposals which do not comply with the requirements of this RFP without assigning any reason. The existence of this request for proposal shall not, in any way, obligate PQA to take any action regarding any response submitted by a Bidder to this request. Furthermore, PQA is under no obligation to disclose the results of the evaluation process or to disclose the reason(s) for the rejection of any proposal.
- The successful bidder shall fully inform itself of all Pakistani tax laws and regulations and shall pay all taxes, duties, tariffs and impositions lawfully assessed against such bidder for the execution and performance of the services covered by this RFP, which are later to be made part of the contract to be signed between PQA and the successful bidder. PQA shall be entitled to deduct all applicable taxes e.g. withholding income tax, advance tax, from any payments made to the service provider.

