

Gwadar Port Authority
Ministry of Maritime Affairs
GPA Head Office Pak China Friendship Road Gwadar, Pakistan
Tel: (92-86) 4210382, **Fax:** (92-86) 9200405

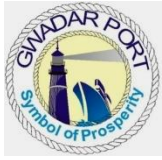


Request for Proposal (RFP)

for

**APPOINTMENT OF FOREIGN LNG
CONSULTANT FOR ESTABLISHMENT OF FLOATING
/ OFFSHORE LIQUEFIED NATURAL GAS
TERMINAL/ON BOT BASIS THROUGH EPC
CONTRACT UPON LANDLORD MODEL AT GWADAR
PORT**

AUGUST 2021



Gwadar Port Authority

Ministry of Maritime Affairs

GPA Head Office Pak China Friendship Road Gwadar, Pakistan

Tel: (92-86) 4210382, Fax: (92-86) 9200405



INVITATION FOR EXPRESSION OF INTEREST (EOI)

REQUEST FOR PROPOSAL FOR HIRING OF FOREIGN LNG CONSULTANT FOR ESTABLISHMENT OF FLOATING / OFFSHORE LIQUEFIED NATURAL GAS TERMINAL/(S) ON BOT BASIS THROUGH EPC CONTRACT UPON LANDLORD MODEL AT GWADAR PORT

- 1) Engineering Consultancy Services of Foreign LNG Consultant is required to formulate the bidding RFP documents and to evaluate the proposals for selection of successful sponsor/developer for establishment of LNG Terminal on BOT basis through EPC contract upon landlord model at Gwadar Port. At Second stage to conduct (if required) and review the Feasibility Study, QRA, FEED, Full Mission Bridge Simulation Study (FMBSS) Report, engineering design drawings / documents, Study location, Design / Plan of prospective LNG Developers and other relevant studies. Evaluation of Technical & Financial proposals. Work out/review combine cumulative navigation, operational, safety & security risks assessment of locating LNG terminals in relative to close proximity. Review of Manuals, Engineering Procurement Construction (EPC) documents to extent of its compliance with Implementation Agreement (IA) and detailed construction supervision/monitoring/project management and quality assurance of implementation thereof including the commissioning and final acceptance of completion of the LNG Terminals by Gwadar Port Authority.
- 2) RFP document can be purchased at the cost of Rs. 10,000/- (Non-refundable), till 23 September, 2021, from the office of the undersigned during office hours, against pay order drawn in favor of Gwadar Port Authority.
- 3) The Foreign Consultant in lead; may acquire the services of local Pakistani Consultant as per Pakistan Engineering Council requirements.
- 4) Pre-bid meeting will be held on 30 August 2021 at 1100 hours in the address given below.
- 5) Interested firms are requested to submit their Technical & Financial proposals complete in all respects as per format provided in the RFP to address given below by 1200 noon on 23 September, 2021.
- 6) Technical Proposals shall be opened in the presence of bidders who may like to be present on the same day at 1230 afternoon in the given below address. Financial Proposal of only technically qualified firms shall be opened on a date and time to be communicated later. Financial Proposals of technically disqualified firms shall be returned unopened. Evaluation shall be carried out as **Quality-Cum-Cost** Method under Single Envelope Two Stage Procedure.
- 7) All the applicable Taxes, Sales Tax, Fees, Cess, etc by Federal, Provincial governments including but not limited to the Baluchistan Revenue Authority (BRA) and Local government shall be payable by the consultant and must be considered while preparing the Financial Proposals.
- 8) Minimum of 2 % of financial bid of Part I (a & b) & Part II of RFP as bid security must be included drawn DD/PO in the name of Gwadar Port Authority.
- 9) The Authority reserves the right regarding rejection of bids as defined in clause 33(i) of PPRA Rules 2004.

SOHAIL ASGHAR

DY. DIRECTOR (Estate/P&D)

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Chapter-1

Information for Consultant

1. INTRODUCTION

- 1.1 The Consultant is 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 The Client 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 as specified in the Data Sheet. Firm’s representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet to assist the Consultant in obtaining licenses and permits needed to carry out the services and make available relevant Project data and reports.
- 1.7 Please note that:
 - i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and
 - ii) The Client is not bound to accept any of the proposals submitted.
- 1.8 An invitation to submit proposals has been advertised by publication in the newspapers as well as uploaded at GPA & PPRA websites.
- 1.9 It is clarified that in order to avoid conflicts of interest:
 - i) Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for

any goods, works, or services resulting from or associated with the Project of which this Assignment forms a part; and

- ii) Any previous or ongoing participation in relation with the Project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

2. DOCUMENTS

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

3. PREPARATION OF PROPOSAL

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

TECHNICAL PROPOSAL

- 3.2 In preparing the technical proposal it requires to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of the proposal.
- 3.3 During preparation of the technical proposal you must give particular attention to the following:
 - i) If Consultant consider that the firm does not have all the expertise for the Assignment same may obtain a full range of expertise by associating with other firms or entities. The services of expatriate experts may also be utilized but only to the extent for which the requisite expertise is not available with any Pakistani Firm. Consultant 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 Consultant 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 Consultant at least six months prior to submission to the proposal.
 - v) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment.
 - vi) No alternative to key professional staff may be proposed and only one curriculum vitae (CV) may be submitted for each position.
 - vii) Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

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

- Form-1 A brief description of the Consultant's organization and an outline of recent (not older than Ten years) experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.
- Form-2 A list of Projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the Projects being presently under-taken.
- Form-3 Consultant' understanding of the objectives of the Project, their approach towards the assignment and a description of methodology that the Consultant propose to perform on the activities and completion of the assignment.
- Form-4 Any comments or suggestions on the TOR;

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

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

FINANCIAL PROPOSAL

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

4. SUBMISSION OF PROPOSALS

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

4.2 In the event of any discrepancy between the original and the copies of the proposal, the original shall 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 interlineation or overwriting except as necessary to correct errors made by the Consultant themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

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

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

5. PROPOSAL EVALUATION

5.1 A single stage two-envelope procedure shall be adopted in ranking of the proposals i.e. **Quality cum Cost Based Selection (QCSM)**. The technical evaluation shall be carried out first, followed by the financial evaluation as per evaluation. Firms shall be ranked based using a combined technical and financial score.

TECHNICAL PROPOSAL

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

FINANCIAL PROPOSAL

- 5.3 The financial proposals of the **three top-ranking qualifying consulting firms** on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who case to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 5.4 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the three shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$Sf = \frac{100 \times Fm}{F}$$

(F = amount of specific financial proposal)

- 5.5. Proposals, in the quality cum cost based selection shall finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T- the weight given to the technical proposal, P = the weight given to the financial proposal; and T+P=1) indicated in the Data Sheet.

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

St	=	Technical Score
Sf	=	Financial Score
T	=	Weightage assigned to the technical proposal
P	=	Weightage assigned to the financial proposal
Fm	=	Lowest financial proposal
Sf max	=	Maximum Financial Score
F	=	Price of proposal under consideration
S	=	Combined Score Technical & Financial Score

6. NEGOTIATIONS

- 6.1. Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.
- 6.2. Negotiations normally take from **two to five days**. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.
- 6.3. Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestion you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 6.4. Changes agreed upon shall then be reflected in the financial proposal using proposed unit rates (no negotiation of the staff month rates)
- 6.5. Having selected Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.6. The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultant shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultant that received the second highest score in the ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultant.

7. AWARD OF CONTRACT

- 7.1 The contract shall be awarded after successful negotiations with the selected Consultant and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other Consultant that their proposals have not been selected.
- 7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the data sheet.

8. CONFIRMATION OF RECEIPT

8.1 Please inform the Client by telex/facsimile courier or any other means:

- (i) That you have received the letter of invitation;
- (ii) Whether you will submit a proposal; and
- (iii) if you plan to submit a proposal, when and how you will transmit it.

Chapter-2

DATA SHEET

Information
for Consultant
Clause No.

- 1.1 The name of the assignment is:
Appointment of Foreign LNG Consultant for establishments of Floating / Offshore Liquefied Natural Gas Terminal/(s) on BOT Basis at Gwadar Port, Gwadar, Pakistan.
- 1.11 The name of the Client is Gwadar Port Authority (GPA)
- 1.2 The description and the objectives of the assignments are:
Please refer Chapter-5 for description and objective of the assignment.
- 1.3 Phasing of the Assignment:

The Consultancy Services for the Project will be executed in Part-I(a) Project Planning Stage, Part-I(b) Project Bidding Stage and Part-II Project Implementation Stage as outlined in Terms of Reference (Chapter-5).
- 1.4. The funds for Part-I(a) and Part-I(b) of the Consultancy Services will be initially provided by the GPA for the payment to the Consultant and subsequently to be reimbursed to GPA by the LNG Terminal Developer(s). The funds for Part-II of the Consultancy Services shall be paid to the Consultant directly by the LNG Terminal Developer(s) under a Tripartite Agreement between the Client, Consultant and LNG Terminal Developer(s).
- 1.5 Pre-Bid Conference: As stated in the Notice inviting Tenders published in the Advertisements for this assignment.

The name and address of the Official is :-

Dy. Director (Estate/P&D)
Office no.305, 3rd Floor , GPA Head Office Building
at Pak-China Friendship Avenue, Gwadar, Baluchistan,
Pakistan.
Tel # (+9286) 4210382
Fax # (+9286) 9200405
e-mail suhailasghar79@gmail.com

2.1 The Documents are:- Data Sheet, Technical Proposal, Financial Proposal, Evaluation Criteria TOR, Draft Form of Contract, Sample formats, Appendices etc.

2.2 The address for seeking clarification is:

Dy. Director (Estate/P&D)
Office no.305, 3rd Floor , GPA Head Office Building
at Pak-China Friendship Avenue, Gwadar, Baluchistan,
Pakistan.

Tel # (+9286) 4210382

Fax # (+9286) 9200405

e-mail suhailasghar79@gmail.com

3.3 i. The Foreign Consultant as Lead firm may enter into a Joint Venture Agreement with a local Pakistan Engineering Council registered firm/(s). The Joint Venture Agreement will be submitted with the bid. The member of the Joint Venture Agreement will only be taken in to consideration for evaluation criteria purposes. Sub-Consultant will not be considered for evaluation criteria purpose. However, all key persons should be employees of the lead or local PEC registered firm as per RFP. A participating firm may not associate with another participating firm.

ii. The same sub-consultant may participate in several proposals :
NO

iii. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.

iv. Proposed key staff shall be permanent employees, with the respective firms, who are employed with the consultant and its Joint Venture members at least six months prior to submission of Proposal : YES

v. The minimum required experience of proposed Key staff : As per Evaluation Criteria

vi. Scanned signed are allowed.

vii. Evaluation shall be made in accordance with requirement made in the Evaluation Criteria.

3.4 Form -1: In case of Joint Venture, same details are required to be submitted for each individual/firms constituting the Joint Venture.

Form-5: Latest CVs duly signed by the proposed key professional staff or an authorized manager / authorized official in the Consultant head office. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.

- 3.7 Professional liability, insurances (description or reference to appropriate documentation): As per PEC Rules/ Guidelines It is also advised that Consultant should take into consideration all applicable (Federal and Provincial) taxes / levies / duties etc. as per prevalent laws of the land, while preparing Financial Proposal. Any enhancement, due to taxes /levies / duties, stamp duties (revenue stamps) after bid submission shall be paid by the consultant and same shall not be reimbursed.
- 3.8 Payments shall be made in US Dollar/PKR in accordance with the agreed quotation as per the accepted Financial Proposal and effected / paid pro-rata on monthly basis during the implementation of the Project. The payments to the Consultant will be the liability of the Developer under a tripartite agreement to be executed between GPA, Developer and Consultant.
- 4.1 The number of copies of the Technical and Financial Proposals required is One original + two copies and one soft copy of each.
- 4.4 The date and time of proposal submission are: As per Advertisement
- 4.5 Validity period of the proposal is (days, date): 180 days

The location for submission of proposals is:

Dy. Director (Estate/P&D)
GPA Nucleus office, Bleak House Road, Civil Line,(near
Cantt Station) Karachi, Pakistan
Tel # (+9286) 4210382/ +923218621831
Fax # (+9286) 9200405
e-mail : suhailasghar79@gmail.com

5.2 Evaluation Criteria

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

Evaluation criterion of technical proposal is given below:

5.2.1 Mandatory Requirements:

- i. The Pakistan based Consultant must be registered at the time of submission of bid with the Pakistan Engineering Council (PEC) in the Major Discipline under relevant categories and submit duly valid certificate from PEC having relevant Project Profile Codes. Further the local Firm must also be registered with at the time of submission of bid Federal Board of Revenue (FBR) and Baluchistan Revenue Authority (BRA).
- ii. The Foreign based Consultant subsequent to the issuance of Letter Of Intent (LOI) Its local associates must be registered with PEC, Federal Board of Revenue (FBR) and Baluchistan Revenue authority (BRA).
- iii. Last three years audited financial statement must be provided.

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

- v. Details of the evaluation criteria are described hereunder:

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

Category		Points	
		Maximum	Minimum Acceptable
A.	Experience	30	15
B.	Financial Soundness	10	05
C.	Methodology	10	05
D.	Personnel	50	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 30 Points

- i. Ports and Harbour General Experience **Maximum 05 points**

Planning, designing and supervision/implementation of Ports & Harbour Projects (excluding LNG Terminals):

a) Experience on similar 02 projects of matching magnitude / complexity 03 points

b) For additional project(s) of the same nature 02 points

- ii. LNG Port Terminals by Foreign LNG Consultant **Max; 20 points**

Planning / Designing / Supervision / Monitoring / Implementation of LNG Terminal Projects (completed):

- a) Experience on similar 02 projects of matching magnitude / complexity (Minimum Project cost of US\$ 100 Million) 10 points
- b) For each such additional project of the same nature and cost 05 points upto maximum 10 points

iii. LNG Pipeline Experience **Maximum 05 points**

Planning, designing and supervision/implementation of LNG Pipeline Projects:

- a) Experience 02 projects having minimum length of 20 km each 03 points
- b) For 01 Sub-Sea & HDD experience project(s) 02 points

Category-B: Financial Soundness Maximum 10 Points

based upon last three years audited statements/accounts

- a) Minimum average annual turnover US\$ 1,500,000 05 points
- b) Minimum average working capital US\$ 500,000 05 points

Category-C: Methodology Maximum 10 Points

- i. Understanding of objectives 02 points
- ii. Approach on Methodology & Project Methodology plan 03 points
- iii. Innovativeness 02 points
- iv. Quality Assurance plan & Work Programme 03 points

Category-D: Personnel Maximum 50 Points

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

i.	LNG Terminal Expert	MSc. Engg or First Class Licensed Marine Engineer with 15 years post qualification experience in Oil & Gas Tanker and operation preferably LNG Tankers & FSRU	08 points
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ii.	Ex-Master Mariner Expert	Licensed Master Mariner with 15 years post qualification experience in Pilotage and other Port Operation as well as Navigational Planning and Bridge Simulation	05 points
iii.	Structural Engineer	MS (Civil/Structure) with 15 years post qualification experience out of which 10 years in port related projects with major part in designing/supervision of Port & Harbour Project.	03 points
iv.	Electrical and Mechanical Engineer	BE (Elec/Mech) with 15 years post qualification experience in Port & Harbour project. For each 01 point	03 points
v.	Horizontal Direction Drilling (HDD) Expert	BE (Civil)/MSc in Geology or equivalent with 10 years relevant experience out of which 05 years in Sub-Sea & HDD	03 points
vi.	RLNG Pipeline Expert	BE (Mechanical)/BE/BSc in Metallurgy or equivalent with 10 years of relevant experience in Pipeline works including in Marshy areas with dense Mangroves population and creeks	03 points
vii.	Finance / Economics Expert	CA/ACMA/CIMA with 10 years experience or MBA/ACCA/Master in Economics with 15 years post qualification experience including 10 years in lead position in making Financial / Commercial Feasibilities, Financial Models, determination of Port Tariff etc.	03 points
viii.	Project Management Engineer / Project Coordinator	BSc./MSc. Engg with 25 years post qualification experience out of which 10 years experience for Port & Harbour projects on BOT.	03 points
ix.	Resident Engineer	BE (Civil) with 15 years post qualification experience out of which 07 years experience for Port & Harbour projects on BOT.	03 points
x.	Port & Harbour Engineer / Specialist	BE (Civil) with 10 years post qualification experience out of which 05 years in port related projects.	03 points

xi.	Piling Engineer	BE (Civil) with 10 years post qualification experience in the relevant field.	03 points
xii.	Environmental Engineer	BSc/BE (Environment) with 10 years post qualification experience.	03 points
xiii.	Hydrographer	Cat-B Hydrographic course qualified with 10 years experience.	04 points
xiv.	Planning/ Scheduling Engineer.	BE (Civil) with 10 years post qualification experience.	03 points

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

5.3 The weightage given to the Technical and Financial Proposals are:

Technical : 80%
Financial : 20%

6.2 Negotiation will be done as per PPRA Rules 2004 “Procurement of Consultancy Services, Regulations, 2010

7.2 The Assignment is expected to commence immediately after the approval of Competent Authority.

Chapter-3

Standard Proposal Technical Forms

List of Standard Proposal Technical Forms

- Form -1 A brief description of the Consultant's organization and an outline of recent (not older than Ten years) experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.
- Form -2 A list of Projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the Projects being presently under-taken.
- Form -3 Consultant' understanding of the objectives of the Project, their approach towards the assignment and a description of methodology that the Consultant proposal to perform on the activities and completion of the assignment.
- Form -4 Any comments or suggestions on the TOR; The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
- Form -5 Latest CVs duly signed by the proposed key professional staff and an authorized manager in the Consultant head office. Key information should include number of years with the firm and degree of responsibility held in various assignments especially during the last ten (10) years.
- Form -6 A monthly work plan illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- Form -7 A schedule for compilation and submission of various types of reports.
- Form -8 A work plan and time schedule for the key personnel also showing the total number of man-months by each key person.
- Form -9 The composition of the proposed staff team and the tasks which would be assigned to each staff members and their position.
- Form -10 Financial information
- Form -11 Any additional information; necessary for proposal.

FIRM'S REFERENCE

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

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

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

Consultant' 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 myself, my qualifications and my experience.

Signature of Staff Member
and: Authorized official from the firm

Date: _____
Day/Month/Year

WORK PLAN/ACTIVITY SCHEDULE

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

Completion and Submission of Reports

Reporting Requirements

- a) Part-I(a) Services
 - i. Formation of Technical & Review Reports (RFP document) for finding out of sponsor/developer as per Part-I(a) Services **within 30 days.**
 - ii. Advertisement duration **minimum 30 days.**
 - iii. The time period of mentioned above services from serial no.i to ii. total time period under Part I(a) is 60 days.

- b) Part-I(b) Services
 - i. Final Evaluation Report and recommendations shall be based on all the closed out items (i.e. changes, modifications, explanations made by LNG Terminal Developers considering mitigation measures suggested by the Consultant) complete in all respect **maximum 30 days.**
 - ii. Project Implementation frame work report.
 - iii. Draft Final Letter of Intent (LOI)
 - iv. Draft IA and Schedules & Finalization of IA
 - v. Draft minutes of meetings and negotiations.
 - vi. The time period of mentioned above services from serial no. ii to v is 30 days, and total time period under Part I(b) Services is 60 days.

- c) total period of consultancy services for part I (a & b) is 120 days.
Important note: (The cost of this period initially borne by GPA and later on it shall be re-imbursed to GPA from successful sponsor/developer, it shall be part of contract agreement)

Part-II Services

The Consultant shall submit three copies of monthly progress report to GPA within a fortnight of the following month and other reports required against the Scope of Part-II Services.
Some other term and conditions mentioned at annexure (A).

Monthly Progress Reports.

The progress report will be prepared by the Consultant and submitted in bound form. The report will include:

- i. Progress as the cumulative progress made till the end of the month and during the month.
- ii. Bar chart showing the target and the achievement of different items of work during this period.
- iii. Material status and test reports.
- iv. Equipment status.
- v. Financial status, actual physical progress.
- vi. Contractor's manpower during the month
- vii. Over all progress of the Project.
- viii. Any problem(s) encountered during the execution and assistance given by the Consultant to solve the problems and make recommendations to the Client.

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

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

Full Time: _____

Part Time: _____

Activities Duration _____

Signature _____
(Authorized Representative)

Full Name _____

Designation _____

Address _____

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

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

Summarized position of Financial Information

PKR Millions

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

Chapter-4

Standard Proposal Financial Form

1. Lump Sum Remuneration

The quoted remuneration of Consultant for the Project work shall be inclusive of all duties, taxes, profit, overheads etc as detailed below. However, activity wise breakup is required to be provided.

<u>Description</u>	<u>Amount (US\$ and Pak Rs)</u>
i. Lump sum consultancy fee for Scope Of Service in Part-I(a)	To be quoted by the Consultant.
ii. Lump sum consultancy fee for Scope of Services in Part-I(b)	
iii. Lump sum consultancy fee for Scope of Services in Part-II required to be invoiced / paid by the Sponsor of the Project which shall be incorporated Agreement between the GPA and Sponsor/Developer. Tripartite Agreement will be executed between the GPA, Consultant and the Sponsor/Developer of project for the Services	To be quoted by the Consultant

Financial Proposal for purpose of evaluation shall be quoted fee for Part-I(a) US\$/Pak Rupees _____ plus quoted fee for Part-I(b) US\$ /Pak Rupees _____, plus quoted fee for Part-II US\$/Pak Rupees. _____ equal to Total US\$/Pak Rupees. _____.

Note 01:

The quoted sums should be unconditional and in case any condition is attached to the quoted sum the bid will be liable to be rejected.

Note 02 :-

The bid quoted by the Consultant will be inclusive of all Federal, Provincial (inclusive of Baluchistan Revenue Authority) and Local duties, taxes, cess, fees etc.as per applicable rules in Pakistan.

Note 03:-

The Consultant Fees for Part-II (Implementation Stage) shall be paid by the Project Developer under a tripartite agreement to be executed between GPA, Project Developer and the Consultant. The services under this Contract are extendable for another project on same terms & conditions subject to mutual agreement.

Note 04:-

The contract price is not to be stated or revealed in the Technical Proposal but only in the Financial Proposal.

Note 05:-

All payments to the Consultant are subject to deduction of Withholding Sales Tax on Services and Withholding Income Tax Laws as applicable in Pakistan.

Note 06;

The payment for consultancy services under part I (a&b) initially will be paid by GPA and it shall be reimbursed to GPA from successful sponsor/developer.

Chapter-5

Terms of Reference

1. Introduction.

- 1.1 Gwadar Port Authority is Industrial-cum-Commercial Port in Pakistan, functioning under land lord concept through GPA Ordinance No. LXXVII OF 2002. GPA is primarily within the limits of Gwadar Port for making arrangements for the planning, construction, operation, management and maintenance of Gwadar Deep Water Port at Gwadar, hereinafter referred to as Gwadar Port, and associated facilities and industries and for matters incidental thereto. 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 equipment, go-downs, storage areas and providing facilities for safe day and night transit of vessels.
- 1.2 The LNG demand has gone up in unprecedented manner, presently the utilization / consumption of RLNG has been increase in the country and in winter it's on peak requirement.

2. Objectives.

The objectives of this Consultancy / Assignment is to formulate the RFP document for finding of sponsor/developer and it's evaluation of Technical & Financial proposals RFP document on BOT basis of landlord concept, up to signing of tripartite agreement between successful sponsor/developer, Consultant and GPA. Later stage any study required for establishment of LNG terminal and it's evaluation/ review , that is the Feasibility Study, QRA, FEED, Full Mission Bridge Simulation Study (FMBSS) Report, engineering design drawings / documents, Study location, Design / Plan of prospective LNG Developers and other relevant studies.. Work out/review combine cumulative navigation, operational, safety & security risks assessment of locating LNG terminals in relative to close proximity. Review of Manuals, Engineering Procurement Construction (EPC) documents to extent of its compliance with Implementation Agreement (IA) and detailed construction supervision/monitoring/project management and quality assurance of implementation thereof including the commissioning and final acceptance of completion of the LNG Terminals by Gwadar Port Authority.

3. Project Description.

Information about the project, time frames, terms and conditions, regarding the Project may be obtained from relevant Authorities, GPA's role is

confined to offering site for development of establishment of LNG Terminals on BOT basis at landlord concept, depending upon plans of the developers as per contract agreement with them. Access roads and other facilities within GPA area limits shall also be granted by GPA.

4. Scope of Services

The scope of services for providing Engineering Consultancy Services for the Project shall comprise of all necessary services including but not limited to the following:

Part-I (a) Services: Project Planning Stage

- i. Prepare all required documentation i.e. guidelines for LNG Terminal sponsor/developer for preparation of Technical & Financial proposals and other studies required for establishment of LNG Terminal through competitive bidding process.
- ii. Identify potential LNG sites, Study location, Design and Plan of LNG Terminal and identify merits and de-merits related to it and propose mitigation measures.
- iii. Study and give recommendations on movement of cargo and LNG vessels, requirement of Tugs/pilot boats, buoys, Nav-Aids and conservancy requirements in order to maintain safety of port operations.
- iv. Prepare the required SOPs and other requisite documents for safe operations of LNG in Gwadar Port
- v. Put the necessary task, related study, NOCs i.e from ministry of Defence, environmental department from GoB, other related documentation and mandatory requirement in the RFP document for finding out of a successful sponsor/developer.
- vi. Assist and make replies against any queries from sponsor/developer in line with the TORs in the RFP document to provide clear information for preparation and submission of proposals by sponsor/developer.
- vii. Final advertisement to newspapers and websites for selection of successful sponsor/developer through competitive bidding process.

Part-I(b)Project Bidding Stage

- A) The Foreign LNG Consultant has to provide complete consultancy services for the subject project including but not limited to the following;
 - i. Conduct any required and mandatory study for establishment of LNG terminal by successful sponsor/developer through consultant or independently by sponsor and it's evaluation/ review is the responsibility of consultant, that are but not limited to; the Feasibility Study, Quantitative Risk Assessment (QRA), FEED, Full Mission Bridge Simulation Study (FMBSS) Report, engineering design drawings / documents, Study location, Design / Plan of prospective LNG Developers

- and other relevant studies. Work out/review combine cumulative navigation, operational, safety & security risks assessment of locating LNG terminals in relative to close proximity. Review of Manuals.
- ii. Scrutinize /Evaluate proposals / (Technical & Financial), including the studies submitted by the LNG Sponsor/Developers against Project Guidelines-2021 and furnish evaluation report with recommendation for acceptance in the light of LNG Policy 2011 updated till to date.
 - iii. Draft a Letter of Intent (LoI).
 - iv. Prepare draft IA and Schedules etc.
 - v. Assist GPA in negotiation & finalization of Schedules and IA through EPC on BOT basis upon landlord concept.
 - vi. Assist GPA for seeking approval from GPA Board and Federal Government.
 - vii. Assist for making of tripartite Implementation agreement with sponsor and consultant itself against EPC contract on BOT basis upon landlord concept.

Part-II Services: Project Implementation Stage

Construction and supervision of LNG terminal

- i. Vetting of final design, specifications, submittals cost breakdown, drawings of all civil, electrical and mechanical works of the Project and any later additions, alterations thereto, prepared by the Company EPC Contractor shall be subject to Consultant's approval for compliance with Project Scope.
- ii. Provide technical services and support to Developer and GPA in project monitoring:
 - a. The broad mandate covers quality assurance of LNG Terminal to be setup by LNG Developer for compliance with design and codes/standards including but not limited to, construction procedures/techniques, plant, machinery, materials, equipment, labor/services/supplies and practices till successful commissioning and safe operation of LNG terminal, allied facilities and LNG carriers. And also coordinate 'such studies with other consultant on behalf of GPA.
 - b. Specific activities will cover review of technical data, test results and investigation reports, participation in test results and acceptability of plant, machinery, HDD Pipeline route, materials and equipment; monitoring progress to ensure that milestones are met and preparing monthly progress reports; monitoring and reporting (on monthly basis) compliance with local and international environmental laws, regulations and mandates and implementation of mitigation measures thereof and witnessing (or participating in) necessary testing and successful commissioning of the LNG Terminal and ship-to-ship (STS) LNG Transfer operation.

- c. Effective delivery of the above scope will require knowledge of all related international and local laws, regulations, rules, policies, procedures, practices and standards.
 - d. As needed and requested, the consultant will provide written recommendations and suggestions that may serve to ensure applicable codes, standards and regulations are adhered to, provide for efficiency and expediency, allow for better technical quality and construction standards,
 - e. The consultant will also provide monitoring services for other related projects, as needed and directed.
 - f. specific Qualitative / Quantitative Risk Assessment (QRA) report.
- iii. Quality Assurance Audit of construction work will be performed by consultant through a team of experts from site and design office, which shall include but not limited to the following:
- a. Quality check of construction work for its compliance to design intent.
 - b. Review of construction procedure/techniques.
 - c. Review of Quality Assurance and Quality Control Plans of developers
Review of acceptability of materials/ equipment.
 - d. Review of test results and investigation report.
 - e. Review of technical data of plant and equipment.
 - f. Submission of periodical progress reports with recommendations for action by GPA and Sponsors.
 - g. Monitoring progress and scheduling.
 - h. Witnessing necessary testing and commissioning of the Project, and verify that the terminal as per project scope is capable to handle the requisite throughput.
 - i. Recommendation to GPA for issuance of certificate for successful testing and commissioning of the terminal.
- iv. Project Closing Report.

5. Time Frame

Part-I (a) Services: Project Planning Stage

- i. Preparation of RFP document for selection of sponsor/developer within **30 days for preparation of RFP document** and **30 days for advertisement**. Under **Part-I(a)** assignment the **total time is 60 days**.

Part-I(b)Project Bidding Stage

- i. The Consultant is required to furnish Technical Report as per & Services in compliance with the Project Guidelines-2021 issued along with Provisional LoIs within **30 days** and complete the remaining services within **30 days**. The total time period for the Part-I(b) is **60 days**, the Consultancy Services can be extended, if mutually agreed without any financial implication.
- ii. Total time period of consultancy services with GPA is **120 days**.

Part-II Services: Project Implementation Stage

Construction and supervision of LNG terminal

- iii. The LNG Terminal completion period is **twenty four (24) months** after signing of Implementation Agreement (IA) under the Part-II services which shall be settled in a Tripartite Agreement to be signed between GPA, successful Sponsor/Developer and Consultant.

6. Reporting Requirements

- a) Part-I(a) Services
 - iv. Formation of Technical & Review Reports (RFP document) for finding out of sponsor/developer as per Part-I(a) Services **within 30 days**.
 - v. Advertisement duration **minimum 30 days**.
 - vi. The time period of mentioned above services from serial no.i to ii. total time period under Part I(a) is 60 days.
- b) Part-I(b) Services
 - i. Final Evaluation Report and recommendations shall be based on all the closed out items (i.e. changes, modifications, explanations made by LNG Terminal Developers considering mitigation measures suggested by the Consultant) complete in all respect **maximum 30 days**.
 - ii. Project Implementation frame work report.
 - iii. Draft Final Letter of Intent (LOI)
 - iv. Draft IA and Schedules & Finalization of IA
 - v. Draft minutes of meetings and negotiations.
 - vi. The time period of mentioned above services from serial no. ii to v is 30 days, and total time period under Part I(b) Services is 60 days.
- c) total period of consultancy services with GPA only is 120 days.

Important note: (The cost of this period initially borne by GPA and later on it shall be re-imbursable to GPA from successful sponsor/developer, it shall be part of contract agreement)

Part-II Services

The Consultant shall submit three copies of monthly progress report to GPA within a fortnight of the following month and other reports required against the Scope of Part-II Services.

Monthly Progress Reports.

The progress report will be prepared by the Consultant and submitted in bound form. The report will include:

- ix. Progress as the cumulative progress made till the end of the month and during the month.
- x. Bar chart showing the target and the achievement of different items of work during this period.
- xi. Material status and test reports.
- xii. Equipment status.
- xiii. Financial status, actual physical progress.
- xiv. Contractor's manpower during the month
- xv. Over all progress of the Project.
- xvi. Any problem(s) encountered during the execution and assistance given by the Consultant to solve the problems and make recommendations to the Client.

7. Documents Requirement

All documents / design, drawings, specifications, cost breakdowns, implementation schedules, manuals etc in respect of all works and activities of the Project and any later additions / alterations thereto requiring GPA review and approvals are at first instance shall be reviewed, commented, cleared and recommended by the Consultant for such GPA's review and approval. The Consultant shall submit their recommendations to **GPA** and **successful sponsor/developer** on all above matters including but not limited to the following:

- i. EPC Contract Documents on BOT basis upon Landlord model.
- ii. Mentioning clear cut revenue share of GPA as Landlord.
- iii. Period of initial contract agreement is 30 years, can be extended on mutual consent with annual increment of 10 %.
- iv. Design, specifications, drawings, schedules, cost breakdown, documents etc.
- v. Quality Risk Assessment, (QRA)
- vi. Submittals relating to materials and equipment, work procedures etc.
- vii. Implementation/Construction Schedules.
- viii. Environmental Impact Assessment (EIA) Study, if any.
- ix. Safety and environmental plans.
- x. Quality assurance and quality control plans.

- xi. Test results and investigation reports.
- xii. Testing and commissioning reports.
- xiii. Manuals related to operation, security, safety etc.
- xiv. Contractor's monthly progress reports and final completion reports.
- xv. Additions, alterations, if any.
- xvi. Certification of successful completion and commissioning of the Project.
- xvii. Any other documents/matters related with the Project

8. Project Closing / Performance Report;

On completion of construction, the Consultant shall submit three copies of Project closing report, which will include among other thing.

- i. Name of the Project.
- ii. Brief history of the Project.
- iii. Major parameters.
- iv. Original estimated cost of the Project.
- v. Revised cost of the Project and reasons thereof.
- vi. Time of start of the Project.
- vii. Original
- viii. Revised.
- ix. Comments on quality of work.
- x. Approved "As Built Drawings" submitted by the Sponsor.

Note: (The Consultant shall also submit complete detailed documents in soft copy).

CHAPTER -6

- I FORM OF CONTRACT**
- II GENERAL CONDITIONS OF CONTRACT**
- III SPECIAL CONDITIONS OF CONTRACT**
- IV APPENDICES**
- V ALTERNATE FORM OF CONTRACT IN CASE OF JV**

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Form of Contract for Consultancy Services

For

ESTABLISHMENT OF LNG TERMINAL AT GWADAR PORT

CONTRACT FOR CONSULTANCY SERVICES

Between

GWADAR PORT AUTHORITY

And

(NAME OF THE CONSULTANT)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

FORM OF CONTRACT

[Notes:

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

This CONTRACT (hereinafter called the "Contract") is made at Karachi, Pakistan on the __ day of __ month) of ___ (year), between, Gwadar Port Authority, a body in incorporated and established under GPA Act 2002, having its registered office at Pak China Friendship Avenue, Gwadar Baluchistan, Pakistan

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

Appendix A : Description of the Services

Appendix B : Reporting Requirements

Appendix C : Key Personnel and Sub Consultant

Appendix D : Breakdown of Contract Price in Foreign Currency

Appendix E : Breakdown of Contract Price in Local Currency

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

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

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

Witness

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANT)

Signature _____

Signature _____

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 Consultant consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Authority or the Consultant, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

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

1.7 Taxes and Duties

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

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

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Authority's notice to the Consultant instructing the Consultant 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 Consultant 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 Consultant shall inform the Authority of the circumstances and probable effects;
- (b) The increase shall be regarded as Additional Services; and
- (c) The Authority shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Consultant 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 Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.8 Suspension of Payments by the Authority

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant 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 Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the Authority

The Authority may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultant, 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 Consultant do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being

notified or within any further period as the Authority may have subsequently approved in writing;

- (b) If the Consultant become (or, if the Consultant 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 Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) If the Consultant submit to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant know to be false;
- (e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) If the Authority, in its sole discretion, decides to terminate this Contract.

2.9.2 By The Consultant

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

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

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultant 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 Consultant, and equipment and materials furnished by the Authority, the Consultant shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

2.9.4 Payment upon Termination

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

- (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 Consultant 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 CONSULTANT

3.1 General

The Consultant 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall

at all times support and safeguard the Authority's legitimate interests in any dealings with Sub Consultant or third parties.

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

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant' sole remuneration in connection with this Contract or the Services, and the Consultant 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 Consultant shall use their best efforts to ensure that the Personnel, any Sub Consultant, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

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

3.4 Liability of the Consultant

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

- a. If the Authority suffers any losses or damages as a result of proven faults, errors or omissions in the design of a Project, the Consultant 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 Consultant for design phase in accordance with the terms of the Contract.
- b. The liability of the Consultant expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.
- c. The Consultant 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 Consultant shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultant up to a limit of one percent of the total remuneration of the Consultant for the design phase for every year of keeping such cover effective.

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

3.5 Other Insurance to be Taken out by the Consultant

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

3.6 Consultant' Actions Requiring Authority's Prior Approval

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

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

3.7 Reporting Obligations

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

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

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultant in accordance with Sub-Clause 3.7 shall become and remain the property of the Authority, and the Consultant shall, not later

than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software.

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

3.9 Equipment and Materials Furnished by the Authority

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

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANT PERSONNEL AND SUB-CONSULTANT

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 Consultant' Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultant listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Authority.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications;

- (b) If the Authority, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Authority.
- (c) Except as the Authority may otherwise agree, the Consultant shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) provide at no cost to the Consultant, Sub-Consultant and Personnel such documents prepared by the Authority or other consulting engineers appointed by the Authority as shall be necessary to enable the Consultant, Sub-Consultant 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 Consultant without reimbursement by the Authority, shall be returned by the Consultant upon completion of the Services under this Contact;
- (c) Issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) Provide to the Consultant, Sub-Consultant, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Authority shall:

- (a) Coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency,

Department or Authority, and other concerned organization named in the SC.

- (b) Coordinate with any other Consultant employed by him.

5.1.3 Approvals

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

5.2 Access to Land

The Authority warrants that the Consultant 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 Consultant, then the remunerations and direct costs otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

5.4 Services and Facilities

The Authority shall make available to the Consultant, Sub-Consultant 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 Consultant as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services; (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

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

6. PAYMENT TO THE CONSULTANT

6.1 Lump Sum Remuneration

The Consultant' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultant 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 breakup 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 Consultant 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 Consultant have submitted an invoice to the Authority specifying the amount due.

6.4 Period of Payment

- (a) Advance payment to the Consultant 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 Consultant shall be paid by the Authority to the Consultant within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultant' invoice has been delivered to the Authority.

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Authority outside the Scope of Services described in Appendix A;

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

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

6.7 Consultant' Entitlement to Suspend Services

If the Authority fails to make the payment of any of the Consultant' 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 Consultant may after giving not less than fourteen (14) days' prior notice to the Authority, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultant have received the payment. This action will not prejudice the Consultant entitlement to financing charges under Sub-Clause 6.5.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

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

8. Integrity Pact

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

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

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

III. SPECIAL CONDITIONS OF CONTRACT

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

(p) "**Assignment**" means Appointment of Foreign LNG Consultant for establishments of Floating / Offshore Liquefied Natural Gas Terminal/(s) on BOT Basis at Gwadar Port Authority, Karachi Pakistan

1.6 Authorized Representatives

The Authorized Representatives are the following:
For the Authority:

Dy. Director (Estate/P&D)
Office no.305, 3rd Floor , GPA Head Office Building
at Pak-China Friendship Avenue, Gwadar, Baluchistan,
Pakistan.
Tel # (+9286) 4210382/+923218621831
Fax # (+9286) 9200405
e-mail suhailasghar79@gmail.com

For the Consultant:

_____ (Name of Project Manager)

_____ (Project)

_____ (Address)

Telephone : _____

Facsimile : _____

E. Mail : _____

1.7 Taxes and Duties

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

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

1.8 Leader of the Joint Venture

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

Note: If the Consultant 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 Consultant shall commence immediately after the approval of Competent Authority.

2.4 Expiration of Contract

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

2.4.1 Schedule of Services

Schedule of Services shall be three (03) months as per Appendix-A:

3.4 Liability of the Consultant

The liability of the Consultant expires after 03 years from the date of submission of final Evaluation report of Technical & Financial proposals, complete in all respect as per the scope of services given in the RFP.

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

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

5.1.1 Assistance

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

5.1.2 Coordination

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

5.13 As per contract between Authority/contractor/Consultant

5.2 Access to Land

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

5.3 Services and Facilities.

For details of facilities, refer to Appendix-F

6.1 Remuneration:

The lump sum Remuneration will be to the extent as mentioned in Clauses 6.3.1 of these Special Conditions of Contract.

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.3.1 Payment Schedule of Services

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

Currency conversion rate 1 USD= PKR164

Schedule of Payments for **Part-I(a) Services:**

S. No	Activity	% of Part-I(a) Payment	US Dollars or PKR
1.	Technical & Review Reports	40 %	

2	Final Report complete in all respect	60%	
Total amount of Part I(a) PKR			

Schedule of Payments for **Part-I(b) Services:**

S. No	Activity	% of Part-I(b) Payment	US Dollars or PKR
1.	Evaluation Reports of Technical & Financial Proposals and Recommendations	40%	
2.	Project Implementation frame work report	20%	
3.	Draft Final Letter of Intent (LoI)	10%	
4.	Signing of IA with Developer	30%	
Total amount of Part I(b) PKR.			

Important note: Contract amount for Part II is to be quoted by the consultant to sponsor/developer, after getting agreed by both party then Schedule of Payments for Part-II Services to be agreed during the Tripartite Agreement.

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

6.4 Period of payment.

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

6.5 Delayed Payments

This clause is deleted.

6.6 Additional Services

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

(c) This clause is deleted.

7.1 Assistance in litigation / Arbitration

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

Appendix A
Description of the Services
[As Per RFP]

Appendix B
Reporting Requirements
[As Per RFP]

Appendix - C

Key Personnel and Sub-Consultant(s)

Appendix D

Breakdown of Contract Price in Foreign Currency

Not Applicable

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

Appendix F

Services and Facilities to be Provided by the Authority

The Authority shall make available the following Services and Facilities:

1. Services and Facilities of the Authority

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

- (a) The Authority shall provide all required reports / studies available /or facilitate in getting such reports.
- (b) Any other areas where Authority shall be needed to provide required facilities and coordination of staff and also facilitate in getting permission/ entry passes etc.
- (c) GPA shall assist for obtaining the NOC from any local, Provincial, and Federal Government organization, however, fees if involved, it shall be paid by sponsor/developer.

Appendix G

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:
[Seal]

Signature:
[Seal]

CONTRACT FOR CONSULTANCY SERVICES

LUMP SUM REMUNERATION

between

GWADAR PORT AUTHORITY

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANT)

for

(BRIEF SCOPE OF SERVICES)

OF (NAME OF PROJECT)

Month and Year

(NAME OF THE JOINT VENTURE OF THE CONSULTANT)

(Name of Individual Consultant)

(Name of Individual Consultant)

FORM OF CONTRACT

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

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

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

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

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

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

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

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

For and on behalf of
Gwadar Port Authority

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____

[Seal]

[Seal]

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANT

Name of the Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____

[Seal]

[Seal]

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

[Seal]

Signature _____
Name _____
Title _____

[Seal]

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

[Seal]

Signature _____
Name _____
Title _____

[Seal]

CONDITIONS

GPA shall have the right at all times to:

- Cancel the process for selection of Consultant
- 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 Consultant shall protect and defend unconditionally as well as indemnify and hold GPA 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. GPA makes no representation, covenants, warrants or guarantees, express or implied, other than those expressly set forth in this Agreement. In no case shall GPA 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 GPA.

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 GPA nor does it commit GPA to anything given in the RFP or elsewhere. Neither GPA other Departments / Consultant of GPA 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

TERMS OF REFERENCE (TORs)**HIRING OF CONSULTANT FOR ESTABLISHMENT OF LNG TERMINAL AT GPA LAND ADJACENT TO GWADAR PORT**

The Consultant shall provide to GPA accurate, justifiable and timely advice with the objective of establishing a viable LNG Terminal at GPA land, dedicated to provide safe, efficient and reliable transportation of LNG. The Consultant will endeavor to achieve the following objectives of the Business during the course of the Engagement;

- a) The development of document i.e, Request For Proposal (RFP) for finding out of suitable investor/sponsor/developer for investing for establishment of LNG terminal at Gwadar Port Authority land adjacent to Gwadar Port on BOT basis.
- b) Developing business plans, financial feasibilities and detailed road map to enable GPA to establish its LNG terminal, in hard & soft copy form and on monthly or quarterly basis.
- c) Developing bidding documents for selection of sponsor/developer with whom GPA can engage to initiate the process of establishing GPA's LNG Terminal on BOT basis.
- d) Evaluation of technical and financial bids of sponsor/investor/developer for final selection of sponsor/investor/developer, and become part of any negotiation up to final award of contract with sponsor/developer/sponsor, the contract will be tripartite agreement with GPA, Consultant and sponsor/investor/developer for making the required documentation and supervision of execution work for LNG Terminal including but not limited such as Licensing from concerned government department, NOC from GoB and ministry of defence GoP, etc,
- e) Preparation of a workable strategy for structuring the EPC contract on BOT basis that would maximize financial returns, minimize the commercial and operational risks to GPA.
- f) Preparation of all draft memorandums and agreements related to the Business with the identified prospective sponsor/developer (s) to eventually arrive at terms that would be mutually beneficial and acceptable to GPA and the selected sponsor/developer.
- g) Preparation of financial and commercial analysis related to the Business with the aim to aid GPA in strategic decision making when evaluating prospective sponsor/developer (s) and their proposals.
- h) Preparation of feasibility report and business plan for eventual ownership and operation of LNG Terminal by GPA to replace the deployment of

sponsor/developer upon the expiry of the agreement(s) with the sponsor/developer (s).

- i) Provide other Business-related information as reasonably requested by GPA from time to time regarding transportation of LNG and energy related issues in international markets and Pakistan.