REQUEST FOR PROPOSAL

Reference No. 01/HSE(EOI-01)/2026

Procurement of Consultancy Services

Independent Monitoring Consultant (IMC)/ External/Third Party Monitoring for Implementation of Environmental Monitoring & Management Plan (EMP) & Compliances with Conditions of EIA approval granted by Sindh Environmental Protection Agency For "up gradation of Existing Navigational Channel at Port Qasim, Karachi
For Period of 19 Months (Extendable 02 Months)

(Single Stage Two Envelope Procedure)

NATIONAL DREDGING & MARINE SERVICES

Upgrading Existing Navigational Channel

at Port Qasim, Karachi

NATIONAL DREDGING & MARINE SERVICES (NDMS)

Nov, 2026

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Brief Description of RFP Documents

PART-A Selection Procedure & Requirements

Section I - Invitation for Proposals (IFP)

Section II- Instructions to consultants (ITC)

This Section provides information to help Firms/Consultant prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contracts. ***This Section contains provisions that are to be used without modifications.***

Section III- Proposal Data Sheet

"Proposal Data Sheet" contains information specific to each selection and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added.

Section IV - Technical Proposal (Standard form)

Section V - Financial Proposal (Standard form)

Section VI- Eligibility

This Section contains information regarding eligibility.

Section VII Scope of Services

This Section includes the details of Scope of Work, description of Independent Monitoring Consultancy (IMC) Service, brief specifications of IMC service to be rendered, eligibility & qualification criteria IMC and evaluation criteria (Section III Clause 8.1) of responsive and qualified Proposal(s) for IMC services.

PART-B Conditions of contract and Contract Forms

Section VIII - Standard Form of Contract

This Section includes the standard forms for the Proposal Submission, Price Schedules etc. These forms are to be completed and submitted by the consultants as part of its Proposal.

Section XI General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

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SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: 01/HSE(EOI-01)/2026

Selection of Consulting Services through:
Single Stage Two Envelop by
adopting Quality and Cost Based Selection technique

Procuring Agency: National Dredging & Marine Services (NDMS)

Project or Procurement:

Independent Monitoring Consultant (IMC)/ External/Third Party Monitoring for Implementation of Environmental Monitoring & Management Plan (EMP) & Compliances with Conditions of EIA approval granted by Sindh Environmental Protection Agency For "upgradation of Existing Navigational Channel at Port Qasim, Karachi

For Period of 19 Months (Extendable to 02 Months)

Issued on: Nov, 2026

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Table of Contents

Brief Description of RFP Documents 2

SECTION-I Invitation For Proposal (IFP) 6

Invitation For Proposal 7

SECTION-II Instruction to Consultants (ITC) 8

SECTION-III Proposal Data Sheet (PDS) 22

SECTION-IV Technical Proposal - Standard Form 28

i. Proposal Submission Form 29
Form -2 31
ii. CONSULTANT'S ORGANIZATION AND EXPERIENCE 31
iii. Description of Approach, Methodology, and Work Plan in 33
Responding to the Terms of Reference 33
Form -3 34
iv. Work Schedule and planning for deliverables 34
Form -4 36
v. Team Composition, Assignment, and Key Experts' inputs 36
VI. CURRICULUM VITAE (CV) 38
vii. Consultant Information Form 40
viii. Personnel and Specialized services Detail 41

SECTION-V Financial Proposal- Standard Form 42

Fin Form 01 42
i. Financial Proposal Submission Form 42
ii. Summary of Costs 44
iii. Fin Form 03 Breakdown of Remuneration 45
iv. Consultant's Representations Regarding Costs and Charges 46
Consultant's Representations Regarding Costs and Charges (Model Form I) 47
v. Form Breakdown of Reimbursable Expenses 48
vi. Proposal Security Form 49
vii. Firm JV Members Information Form 50
viii. Price Schedule Forms 51
ix. Form of Bid Security 52
x. Blacklisting 54
xi. Pending Litigation 54
xii. Undertaking of Eligibility 55

xiii. Power of Attorney 56
xiv. Financial Situation 57
xv. Average Annual Turnover 58

SECTION-VI 59

Eligibility 59

SECTION-VII Scope of Services 60

Introduction 60

Objectives 61

SECTION-VIII Standard Form of contract 68

Contract for Consultant's Services 68

Saved by 100235abdulrehman at 131438 Nov 26

Form of Contract 69
SECTION-IX General Conditions of The Contract 71
SECTION-IX Special Conditions of Contract 89

Saved by 100235abdulrehman at 131438 Nov 26
Saved by 100235abdulrehman at 131438 Nov 26
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Part-A

SECTION-I Invitation For Proposal (IFP)

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Proposal No. 01/HSE(EOI-01)/2026

For

Hiring of Independent Monitoring Consultant (IMC)/ External/Third Party Monitoring for Implementation of Environmental Monitoring & Management Plan (EMP) & Compliances with Conditions of EIA approval granted by Sindh Environmental Protection Agency for "up gradation of Existing Navigational Channel at Port Qasim, Karachi" for Period of 19 months (Extendable to 02 Months)

Invitation For Proposal

1. This Invitation to Proposals tracks the Expression of Interest (EOI-01) Advertisement, for the subject hiring of IMC which appeared in National Newspapers and NDMS/PPRA's websites.
2. NDMS invites sealed Proposal from consulting firm, having relevant Licenses/Permits/Certificates Approvals from regulatory bodies established for that particular trade or business and experienced in providing consultancy services for Terminals/Ship Navigational Channels or have provided similar services or carried out corresponding works on local or national/ international levels.
3. The bidding shall be conducted in line with the **"Single Stage-Two Envelope"** procedure; under Rule 27 (b) of the Public Procurement Rules notification 2010 for "procurement of consultancy services", 2004 issued by the Public Procurement Regulatory Authority ("**PPRA**").
4. The Bid Proposal comprising of Technical and Financial Proposal will be submitted along with required document in a sealed envelope and subscribed with "Tender Number". The technical proposal shall contain the details regarding compliance with the eligibility and qualification criteria and the financial proposal will specify the price offer.
5. In case, these RFP documents are downloaded from NDMS/PPRA-website, the payment of Rs.10,000 must be made by Pay Order/D.D in favor of "Director, National Dredging & Marine Services" and the same must be attached with the Bid Proposal, at the time of its submission of Bid, without which the Bid Proposal will not be accepted.
6. All proposals must be accompanied by a Bid Security in an acceptable form in the amount of PKR 500,000/- (in words: Pak Rupees Five Hundred Thousand only). The Bid security will be returned to firm/Consultants after opening the technical and financial proposals. The original bid along with one (01) copy, properly filled in, and enclosed in sealed envelope must be delivered to the address at "Director, National Dredging & Marine Services National Logistic Corporation Harding Road, GHQ, Rawalpindi**"** as per tender notice**.** The Bid will be opened promptly thereafter at 1230 hrs. in the presence of bidders' representatives who choose to attend the opening at "Conference Room, HQ National Logistic Corporation Harding Road, GHQ, Rawalpindi".
7. A Pre-Bid Meeting will be held as per tender notice.
8. Please submit your proposal on the following address:
   "HQ National Logistic Corporation Harding Road, GHQ, Rawalpindi**"**, Pakistan"

Yours sincerely.

Director,
Director, National Dredging & Marine Services
"HQ National Logistic Corporation Harding Road, GHQ, Rawalpindi**"**
Phone: 0519052535, email: Procurement@ndms.com

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SECTION-II Instruction to Consultants (ITC)

A. GENERAL PROVISIONS

1. **Definitions**	**1.1 Definition** a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. b) "Applicable Law" means the Sindh Environmental Protection Act 2014 and rules & regulations thereunder, as specified in the Scope of Work/Term of Reference. c) "NDMS" means National Dredging & Marine Service's Project "**upgradation of Existing Navigational Dredging at Port Qasim, Karachi"**, d) IMC means an Independent Environmental Monitoring Consultant that will be a legally-established professional consulting firm or an entity that may provide or provides the Services to the NDMS under the Contract. e) "Contract" means a legally binding written agreement signed between the NDMS and the Consultant and includes all the attached documents listed in its Clause I (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). f) " Scope of Services" means an integral part of the Instructions to Consultants (ITC) / Proposal Data Sheet (PDS) as per Environmental Monitoring & Management Plan (EMP) & Compliances with Conditions of EIA approval granted by Sindh Environmental Protection Agency For "upgradation of Existing Navigational Channel at Port Qasim, Karachi" that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITC. g) "Day" means a calendar day.
	h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub- consultant or Joint Venture member(s) i) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the NDMS for the performance of the Contract. Leading Member in JV must have PEC Certification having code 1232(ii) for the Environment Planning and Protection code under the Pakistan Engineering Council (PEC). j) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal. k) "ITC" (this Section-II of the RFP) means the Instructions to Consultants that

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	provides the Consultants with all information needed to prepare their Proposals. l) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the NDMS to the Consultants. m) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. n) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. o) "RFP" means the Request for Proposals to be prepared by the NDMS for the selection of consultant, based on the SRFP. p) "Services" means the IMC services to be performed by the Consultant pursuant to the Contract. q) "SRFP" means the Standard Request for Proposals, which must be used by the NDMS as the basis for the preparation of the RFP. r) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the NDMS during the performance of the Contract. s) "TORs" (this Section -V of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the NDMS and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 NDMS intends in the Scope of Work to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Scope of Work. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal, as specified in the Scope of Work, for Independent Environmental Monitoring Consultancy services required for the assignment as the Scope of Work. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the Scope of Work. Attending any such pre-proposal conference is optional and is at the Consultants' expense. 2.3 NDMS will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Scope of Work.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the NDMS's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 3.2 The Consultant has an obligation to disclose to any situation of actual or potential conflict that impact its capacity to serve the best interest of its NDMS. Failure to disclose such situations may lead to the disqualification of the

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	Consultant or the termination of its Contract and/or sanctions by the Authority. 3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the NDMS to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. A Consultant that has previously prepared the Environmental Assessment for the Project shall be eligible to participate in the procurement of Independent Environmental Monitoring Consultancy (IMC) Services. Such prior involvement shall not be considered a conflict of interest or grounds for disqualification, provided that the Consultant demonstrates its ability to perform the monitoring assignment objectively, independently, and in compliance with the approved Environmental Management and Monitoring Plan (EMMP), the conditions of the Environmental Approval, and all applicable environmental laws and regulations. Selection shall be based on the evaluation criteria specified in this RFP, ensuring fairness, transparency. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non- consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting Assignments	(ii) Conflict among consulting assignments; a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.
c. Conflicting relationships	(iii) Relationship with the NDMS's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the NDMS, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
4.Corrupt and Fraudulent Practice	5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 5. 5.2 In further pursuance of this procurement Framework. Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the NDMS to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the NDMS.
5. Eligibility of the Consultant	5.1 NDMS permits consultants (individuals and firms, including Joint Ventures) to offer consulting services for the project. 5.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 5.1 and 5.2 above:

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a. Sanctions	5.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Scope of Work.
b. Restrictions for public employees	5.4 Federal/provincial Government officials and federal/provincial civil servants are not eligible to be included as Experts in the Consultant's Proposal; (in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government- owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and (i) their hiring would not create a conflict of interest.
B. Preparation of Proposals	
6.General Considerations	6.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
7.Cost of Preparation of Proposal	7.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the NDMS shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The NDMS is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the NDMS procurement framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
8. Language	8.1English language will be used as official language to proceed. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the NDMS.
9.Documents Comprising the Proposal	9.1 The Proposal shall comprise the documents and forms listed in this RFP. The Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the NDMS Regulatory Framework regarding corrupt and fraudulent practices.
10.Only One Proposal	10.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Scope of Work and subject to regulatory instructions, if any.
11.Proposal Validity	11.1 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the NDMS. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity one twenty days more than the bid/proposal validity period. 11.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 11.3 If it is established that any Key Expert nominated in the **Consultant**'s Proposal

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	was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	11.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension. 11.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. 11.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	11.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the NDMS together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 11.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the NDMS, such Proposal will be rejected.
c. Sub- contracting	11.9 The Consultant shall not subcontract the whole of the Services.
12.Clarification and Amendment of RFP	12.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Scope of Work before the Proposals submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the NDMS address indicated in the Scope of Work. The NDMS will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the NDMS deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below: i. At any time before the proposal submission deadline, NDMS may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing. ii. If the amendment is substantial, the NDMS have right to extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals upon request. 12.2 The Consultant who has already submitted the proposal prior to any

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	amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
13. Preparation of Proposals – Specific Considerations	13.1 While preparing the Proposal, the Consultant must give particular attention to the following: i. NDMS indicated in the Scope of Services the estimated total cost of the assignment must include all the expenses. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. ii. the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Scope of Services) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Scope of Work. iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Scope of Work, and the Financial Proposal shall not exceed this budget.
14.Technical Proposal Format and Content	14.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive. 14.2 Depending on the scope of work, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Scope of Work and using the Standard Forms provided in Section VII of the RFP.
15.Financial Proposal a. Taxes	15.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section -V of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for consultancy charges, (b) reimbursable expenses indicated in the Scope of Work. 15.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Scope of Work. Information on taxes in the Sindh, Pakistan is provided in the BDS / Scope of Work.
b. Currency of Proposal	15.3 The Consultant shall mention its charges in PKR.
c. Currency of Payment	15.4 Payment under the Contract shall be made in PKR.
C. Submission, Opening and Evaluation	
16.Submission, Sealing, and Marking of Proposals	16.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. 16.2 An authorized representative of the Consultant shall sign the original submission letters of the Consultant shall both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 16.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be

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	valid only if they are signed or initialled by the person signing the Proposal. 16.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. Two copy each shall be attached along with original. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 16.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Hiring of services of Independent consultancy services]". reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [Enter tender opening date from tender notice]." 16.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAI" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do NOT OPEN WITH THE TECHNICAL PROPOSAL." 16.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [Enter tender opening date from tender notice]". 16.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the NDMS will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 16.9 The Proposal or its modifications must be sent to the address indicated in the Scope of Work and received by the NDMS no later than the deadline indicated in the Scope of Work, or any extension to this deadline. Any Proposal or its modification received by the NDMS after the deadline shall be declared late and rejected, and promptly returned unopened. **Withdrawal of bids** 16.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal. 16.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.
17.Confidentiality	17.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the NDMS on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report. 17.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the NDMS in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing

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	blacklisting procedures.
18.Opening of Proposal (Technical Proposals)	18.1 NDMS will open all Proposals, in public, in the presence of Consultant or their representatives who choose to attend at the place, on the date and at the time, specified in the BDS. The Consultant' representatives present shall sign a register as proof of their attendance. 18.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening. 18.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. 18.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date. 18.5 The NDMS's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the scope of work). The opening date, time and the address are stated in the scope of work. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC. 18.6 At the opening of the Technical Proposals the following shall be read out: (i) the name and the company of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Scope of work.
19. Proposals Evaluation	19.1 Subject to provision of Clause 8.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. 19.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the NDMS will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
20. Evaluation of	20.1 The NDMS's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP,

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Technical Proposals	applying the evaluation criteria (Section III, Clause 8.1), sub-criteria, and point system specified in the Section VII: Scope of Work. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Scope of work.
21. Financial Proposals for QBS	21.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. On the same day of technical proposal opening. 21.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the NDMS's evaluation committee.
22. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	22.1 After the technical evaluation is completed, the NDMS shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non- responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. 22.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation / Opening committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.
23. Correction of Errors	23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contract	23.2 .If a Time-Based contract form is included in the RFP, the NDMS's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the NDMS's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
26.Combined Quality and Cost Evaluation	
a. Quality-and Cost-Based Selection (QCBS)	26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Bid Data Sheet. The Consultant achieving the highest in technical will be invited for financial score.
b. Fixed-Budget Selection (FBS)	26.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 26.3 NDMS will select the IMC that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such

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	Consultant to negotiate the Contract.
c. Least-Cost Selection	26.4 In the case of Least-Cost Selection (LCS), the NDMS will select the Consultant with the match of Scope specially and lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
27. Negotiations	27.1 The negotiations will be held at the same date and address with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 27.2 NDMS shall prepare minutes of negotiations that are signed by the NDMS and the Consultant's authorized representative.
b. Technical negotiations	27.3 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the NDMS's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms E of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation he affected.
c. Financial Negotiations	27.4 There shall be no financial negotiations, however, it may include only the clarification of the Consultant's tax liability and how it should be reflected in the contract
28.Conclusion of Negotiations	28.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the NDMS and the Consultant's authorized representative. 28.2 If the negotiations fail, the NDMS shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the NDMS shall terminate the negotiations informing the Consultant of the reasons for doing so; and the NDMS will invite the next-ranked Consultant to negotiate a Contract. Once the NDMS commences negotiations with the next-ranked Consultant, the NDMS shall not reopen the earlier negotiations.
29. Award of Contract	29.1 Subject to ITC 29, the NDMS will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be: a) eligible in accordance with the provisions of ITC 6; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
30. Grievance Redressal Mechanism	30.1 NDMS shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement. 30.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of NDMS Procurement Framework, and the same shall be addressed by the GRC well before the bid submission deadline. 30.3 Any Bidder feeling aggrieved by any act of the NDMS after the submission of

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	his bid may lodge a written complaint concerning his grievances not later than seven of the announcements of technical evaluation report and five days after issuance of final evaluation report. 30.4 The decision of the committee shall be final.

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SECTION-III Proposal Data Sheet (PDS)

The provisions of the Proposal Data Sheet shall supersede the provisions provided in the Instructions to the Consultant.

A. General	
ITC Clause Reference	
1.1	**Name of the Procuring Agency: National Dredging & Marine Services (NDMS).** **Method of selection**: Single Stage Two Envelop Method as per Applicable Selection Technique i.e. Quality and Cost Based Selection.
1.2	**The name of the assignment is**: Hiring of Independent Monitoring Consultant (IMC) to check and report implementation of Environmental Monitoring & Management Plan (EMP) & Compliances with Conditions of EIA approval granted by Sindh Environmental Protection Agency For "upgradation of Existing Navigational Channel at Port Qasim, Karachi" in compliance with SEPA guidelines.
1.3	**A pre-proposal conference/meeting will be held**: as per tender notice.
1.4	**The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: NDMS will provide the following inputs, project data, reports etc. to facilitate the preparation of the proposals: • Environmental Impact Assessment (EIA) Report • NOC of Sindh Environmental Protection Agency on EIA • Email address or Contact information to request for clarification on any technical query.
1.5	**A list of debarred firms and individuals is available at the PPRA website***:* https://ppra.org.pk/
B. Preparation of Proposals	
2.1	The **language of the Bid** is English. All correspondence shall be in English
3.1	**The Proposal shall comprise the following**: The proposal shall comprise the following: **<u>For Technical Proposal (TP)</u>** 1st Inner Envelop with the Technical Proposal: - sign by Attorney **<u>Financial Proposal</u>**: - Financial proposal will be provided on company letterhead duly signed by Attorney - Statement of Undertaking (required under Data Sheet 10.2 below). - The consultant will submit bid security of Rs 500,000/- in form of Payorder/D.D along with proposal to NDMS. After opening the technical and financial

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	proposal Bid Security will be returned to the firm/consultant. - The performance guarantee of Rs 500,000/- (Pakistani Rupees Five Hundred Only) will be submit within the 15 working days timeframe after receiving the official *Letter of Acceptance (LoA)*. - Consultant must serve in same capacity to minimum two (02) same types of projects. - Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements
3.2	**Statement of Undertaking is required:** Yes
4.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes**
5.1	**Proposals shall be valid until up to 120 Days from the date of Technical Proposal opening** to complete the proposal evaluation and obtain necessary approvals The consultant is required to submit Proposal Declaration on company letterhead by Attorney that Consultant firm is not blacklisted from any other company.
6.1	**Clarifications may be requested no later than [03] days prior to the submission deadline.** The contact information for requesting clarifications is: Director Projects, NDMS Email: Procurement@ndms.com
6.2	**A price adjustment provision applies to remuneration rates:** shall not apply.
6.3	Consultant's tax obligations in accordance with FBR law.
6.4	**The Financial Proposal shall be stated in PKR**
C. **Submission, Opening and Evaluation**	
7.1	The consultant shall have no option to submit their proposal electronically. The consultant has to submit its proposal by hand or by courier service.
7.2	The consultant must submit: a) Technical proposal (one original copy) along with Financial Proposal (one original copy) in an envelope with clearly marked as "Original". Technical proposal (two copy) along with Financial Proposal (two copy) in an envelope with clearly marked as "Copy".
7.3	The proposal must be submitted no later than: As per tender notice.
7.4	**An online option of the opening of the Proposals is offered: NO** **The opening shall take place at:** **National Dredging & Marine Services** at Head Quarter (HQ) National Logistic Corporation, GHQ, Rawalpindi, Pakistan.

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	As per tender notice
7.5	**In addition, the following information will be read aloud at the opening of the Technical Proposals:** Names of the Consultants while opening proposals.
8.1	**Evaluation Criteria** The Authority shall open the proposals and conduct preliminary examination on the basis of eligibility parameters and evaluation criteria prescribed herein after. At the first stage screening of the bids shall be made in accordance with eligibility parameters, and then evaluation of the applications shall be made in accordance with the Evaluation Criteria. **Screening of Applications as per Eligibility Parameters** The basic eligibility parameters are as follows: **1. Eligibility Requirements:** i. Bidder must provide copy of valid incorporation certificate/ registration certificate with Pakistan Engineering Council (PEC) along with requisite clauses. ii. Consultant must have 15–20 years' experience of Environmental Consultancy iii. Valid NTN/STRN. Bidder should be on Active taxpayers List (ATL) of FBR. iv. Certified Copy of Tax Clearance Certificate of previous Fiscal Year. v. Audit report of last three (03) fiscal years. vi. Self-Declaration Form of mentioning their eligibility, non-conflict of interest, non-receipt of any punishment while doing business including any kind of debarment by any Governmental or national or international organizations and litigation history (if any). vii. **General Experience** of the Consultant (i.e., Length of Incorporation as Company/firm or Registration/Licensing, General Assignments etc.) – minimum three years' experience required. viii. **Specific experience** of the Consultant (as a firm) relevant to the Assignment. (Ongoing and completed projects both may be considered). Minimum two projects of two million rupees or above.

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ix. **Turnover figure for last three (03) years** is equal to or more than PKR 300 Million.

2. Key Experts' qualifications and competence for the Assignment:

i. Minimum one Environmental & Social expert and one Expert for Hydrography with five years' experience, having relevant qualification.

ii. Minimum one **Ph.D. Environment** management/social science or relevant field plus minimum five years' experience in the relevant field.

OR

Minimum two **Masters/MBA in HR/Environment/Management/Social Science** or in relevant field plus minimum 5 years' experience as project/ team lead in the relevant field

Sample Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:

In case of such shortlisting or prequalification that contains the aspect of capacity and capability of the consultants, the Technical Proposal will contain the marking of only the Quality of Proposal (including Methodology, work plan, management approach, allocation of resources etc.).

Marks obtaining criteria will be as in table below,

Sr.	Required Experience	Total Length of experience	Min-Max Marks
1	General Experience of the Consultant	Equal or Above 20+ year	15
		Equal or Above 15-20 year	08
		Equal or Above 05 year	03
2	PEC Certification code 1232(ii): Environment Planning and Protection code under the Pakistan Engineering Council (PEC).	-	05
2	Specific Experience of the Consultant	IMC for two (02) Container Terminal /Dredging projects in similar capacity	10
		IMC for one (01 similar capacity project)	05
3	Work Methodology	i) worked for SEQS /IFC/ADB/world bank Standards ii) SEQS Standards	10 5
4	Organogram (Supported by CV's of incumbents)	i) 02 PhD 0r ME/MSc With Over 5 Year Experience ii) 01 Phd or ME/MSc With Over 5 Year Experience	10 05
5	Details of lab and equipment owned by	Registered Offices - 05 Pts Standby Genset - 2pts	02-10

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	IMC	GPS Gadget -1pt Laptop, Color Printer, Backup Support for Field Staff -2 Pt Verifiable calibration certificate of all Lab Equipment.05	
6	ISO Certification	ISO 9001 03 Pt	03-10
		ISO 9001 & 14001 07 Pt	
		ISO 9001, 14001 & 45001 10 Pt	
7	Current Port related Projects	One ongoing project	05
		Two ongoing projects	10
8	Audited accounts statement	For three years	10
		For two years	07
		For one year	05
9	Annual turn over	< 300Million 05 Pt	05-10
		> 300Million 10 Pt	
Total Min – Max Marks			65-100
Total Marks			100

Note 01: the minimum Technical Thresh hold is 65 Marks.
Note 02: The technical and financial weightage is 80 + 20.
Note 03: Those Consultant secure highest marks in technical shall be considered for financial evaluation.

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9.1	The consultant will be required to submit the technical proposal examined by the Evaluation committee for appropriateness. **Adequacy and quality of the proposed methodology, work plan, management approach etc. in responding to the Scope of Services /Terms of Reference (TORs):** *The Evaluation Committee will assess whether the proposed methodology is clear, responds to the Scope of Services/TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skillset; and the work plan has right input of Experts.*
D. Negotiations and Award	
11.1	**Expected date and address for contract negotiations in accordance with regulatory framework:** **Date**: During Evaluation before signing the agreement as per Regulation 10 PPRA consultancy regulation for "procurement of consultancy services". **Address: National Dredging & Marine Services** at **Head Quarter National Logistic Corporation, GHQ, Rawalpindi, Pakistan**
12.1	**The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:** The publication will be done within **[15]** days after the contract signing.
12.2	**Expected date for the commencement of the Services:** **Date**: From November 2026 Date of execution of capital dredging project (Phase-II).

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SECTION-IV Technical Proposal - Standard Form

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	*Page Limit*
FTP	STP			
√	√	Form-1	Proposal Submission Form.	
√		Form-2	Consultant's Organization and Experience.	
√		Form-2A	A. Consultant's Organization	
√		Form-2B	B. Consultant's Experience	
√	√	Form-3	Work Schedule and Planning for Deliverables	
√	√	Form-4	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Proposal shall be initialed by the same authorized representative of the consultant sign the contract.

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Form -1

i. Proposal Submission Form

{Location, Date}

To:
The Director,
National Dredging & Marine Services (NDMS),
HQ National Logistic Corporation, GHQ,
Hardling Road, Rawalpindi,
Pakistan

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Independent Monitoring Consultant (IMC) /External Monitor For Implementation Of Hiring Of Independent Monitoring Consultant (IMC)/ External/Third Party Monitor for Implementation of Environmental Monitoring & Management Plan (EMP) & Compliances with Conditions of EIA approval granted by Sindh Environmental Protection Agency For "upgradation of Existing Navigational Channel at Port Qasim, Karachi" in compliance with SEPA guidelines]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* "

We are hereby submitting our Proposal sealed in a separate envelope

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.

(b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.

(c) We have no conflict of interest in accordance with ITC 3.

(d) *[<u>Note to Procuring Agency</u>: Only if required in ITC10.2 (Data Sheet 10.2), include the following:* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.*]*

(e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Proposal Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Copy Enclosed:

1.Methodology & Procedure

2.Work Schedule

3.Resume of Team

4.Experience of similar projects

5.Undertaking that Consultant don't have any bank corrupt/Blacklisting

6.Three (3) years bank account statement along with prove of tax return

7.PEC Registration

8.ISO Certification

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Form -2

ii. CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form -2: A brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last *[ ]* years.

2. List only those assignments for which the Consultant was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Procuring Agency.

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Duration	Assignment name/& brief description of main deliverables/outputs	Name of Procuring Agency & Country of Assignment	Approx. Contract value (in US$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of.....; }	{e.g., Ministry of ....., country}	{e.g., PKR 1 mill/PKR 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government ....." : drafted secondary level regulations on. .....}	{e.g., municipality of....., country}	{e.g., PKR0.2 mil/PKR 0.2 mil}	{e.g., sole Consultant}

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Form -3

iii. Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

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Form -4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Scope of Services / Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks ***Note to Procuring Agency: add the following for supervision of infrastructure contracts such as Project or Works and for other consulting services where the social risks are substantial or high]:*** "(including on

b) the [environmental and] social aspects)" to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

c) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

d) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

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Form -3

iv. Work Schedule and planning for deliverables

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Monthly IMC Report												
	1) data collection												
	2) drafting												
	3) Draft report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Procuring Agency}												
D-2	{e.g., Deliverable #2: .....}												
n													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

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Form -4

v. Team Composition, Assignment, and Key Experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in FORM-4)										Total time-input (in Months)		
		Position		**D-1**	**D-2**	**D-3**	**.....**	**D-...**				**Home**	**Field**	**Total**
KEY EXPERTS														
K-1	{e.g., Mr. ABC}	[Team Leader]	[*Home*]	[2 month]	[1.0]	[1.0]								
			[*Field*]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
n														
								Subtotal						
NON-KEY EXPERTS														
N-1			[*Home*]											
			[*Field*]											
N-2														

Saved by 100235abdulrehman at 131438 Nov 26

n														
									Subtotal					
									Total					

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Procuring Agency's country or any other country outside the expert's country of residence.

Full time input

Part time input

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FORM -4
(CONTINUE)

vi. CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	**Employing organization and your title/position. Contact info for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel...../e-mail……; Mr. ABC]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

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Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail ……., phone .....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{day/month/year}

Name of Expert | Signature | Date

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal) | Signature | Date

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vii. Consultant Information Form

[The Firm shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]
Date: *[insert date (as day, month and year) of Proposal submission*] No.:
[Single Stage-Two Envelope Procedure]

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

Page_____of_____pages

1. Firm Name *[insert Firm legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Firm actual or intended country of registration: *[insert actual or intended country of registration]*
4. Firm year of registration: *[insert Firm year of registration]*
5. Firm Address in country of registration: *[insert Firm legal address in country of registration]*
6. Firm Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3. ☐ Establishing that the Firm is not under the supervision of the Procuring Agency ☐ 8. Included the list of beneficiaries.

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viii. Personnel and Specialized services Detail

1. Proposed Personnel:

(Firm should provide the details of the proposed personnel and their experience record in the relevant Information)

S. No	***Name***	***Title of Position***	***Qualification***	***Experience (period)***	***Nature of experience***

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the Management of Similar project.

2. Specialized services and facilities

The Firm shall provide adequate information and details to demonstrate clearly that it has the capability to meet the consultancy services in the field of EHs requirements using the Forms below.

S. No	***Area's of Expertise /Specialized facility***	***Category / Lab Equipment***	**Capacity**	**Years of experience**	**Indicate source** ***(owned/rented/leased/ specially manufactured)***

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SECTION-V Financial Proposal- Standard Form

Fin Form 01

i. Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until *[insert day, month and year in accordance with ITC 12.1]*.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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We understand you are not bound to accept any Proposal you receive. We

remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

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Fin Form 2

ii. Summary of Costs

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**; delete columns which are not used}			
	{*Insert Foreign Currency # 1*}	{*Insert Foreign Currency # 2, if used*}	{*Insert Foreign Currency # 3, if used*}	{*Insert Local Currency, if used and/or required (16.4 Data Sheet*}
Cost of the Financial Proposal				
Including:				
(1) **Remuneration**				
(2) **Reimbursable**				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

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iii. Fin Form 03 Breakdown of Remuneration

A. Remuneration								
No.	**Name**	**Position (as in TECH-6)**	**Person-month Remuneration Rate**	**Time Input in Person/Month** (from 5)	{*Currency # 1- as in Form 8*}	{*Currency # 2- as in Form 8}*	*{Currency# 3- as in Form 8*}	{*Local Currency- as in form 8}*
	Key Experts							
K-1			[*Home*]					
			[*Field*]					
K-2								
	Non-Key Experts							
N-1			[*Home*]					
N-2			[*Field*]					
				Total Costs				

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Sample Form

Consultant: Country:
Assignment: Date:

iv. Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____ _____

[Name of Consultant]

Signature of Authorized Representative Date

Name: _____

Title: _____

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Consultant's Representations Regarding Costs and Charges (Model Form I)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Procuring Agency's Country									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

v. Form Breakdown of Reimbursable Expenses

N°	**Type of Reimbursable Expenses**	**Unit**	**Unit Cost**	**Quantity**	{Currency # 1- as in Form 8}	{Currency # 2- as in Form 8	{Currency# 3- as in Form 8}	{Local Currency- as in Form 8}
___	{e.g., Per diem allowances**}	{Day}		_____				
___	{e.g., International flights}	{Ticket}		_____				
___	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}				_____			
	{ e.g., reproduction of reports}				_____			
	{e.g., Office rent}				_____			
	.....				_____			
	{Training of the Procuring Agency's personnel – if required in TOR}				_____			
				Total Costs				

Legend*:*
"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Agency can set up a ceiling.

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vi. Proposal Security Form

To:

National Dredging & Marine Services,

HQ National Logistic Corporation, GHQ,

Hardling Road, Rawalpindi,

Pakistan

Whereas *[name of the Consultant]* (hereinafter called "the Consultant/Service Provider) has submitted its proposal dated *[date of submission of Proposal]* for the provision of *Independent Monitoring Consultant (IMC) /External Monitor For Independent Monitoring Consultant (IMC)/ External/Third Party Monitor for Implementation of Environmental Monitoring & Management Plan (EMP) & Compliances with Conditions of EIA approval granted by Sindh Environmental Protection Agency For "upgradation of Existing Navigational Channel at Port Qasim, Karachi" in compliance with SEPA guidelines]]* (hereinafter called "the proposal").

KNOW ALL PEOPLE by these presents that WE *[name of Financial Institution]* of *[name of country]*, having our registered office at *[address of Financial Institution]* (hereinafter called "the Bank"), are bound unto **National Dredging & Marine Services,** (hereinafter called "the Procuring Agency") in the sum of *[amount]* for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____day of _____20___.

THE CONDITIONS of this obligation are:

1. If the Proposal
   (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
   (b) Disagreement to arithmetical correction made to the Proposal price; or
   (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security of Rs 500,000/- or to comply with any other condition precedent to signing the contract specified in the SRFP Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Proposal Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: …….. in the capacity of ……..

Signed *[Signature of the Bank]*

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Dated on …… day of …….. 20 …….

vii. Firm JV Members Information Form

[The Firm shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Firm and for each member of a Joint Venture]].

` Date: *[insert date (as day, month and year) of Proposal submission*] RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

Page_____of_____pages

1. Firm Name: *[insert Firm legal name]*
2. Firm JV Member's name: *[insert JV's Member legal name]*
3. Firm JV Member's country of registration: *[insert JV's Member country of registration]*
4. Firm JV Member's year of registration: *[insert JV's Member year of registration]*
5. Firm JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Firm JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 3.
8. Included are the beneficial ownership.

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viii. Price Schedule Forms

*[The Firm shall fill in these Price Schedule Forms in accordance with the instructions indicated. The consultancy services **Price Schedules** shall coincide with the Owner's Schedule of Requirements specified in Section-V]*

The Bid offered price should be quoted, the cost of commodity, "Rupees/Month" inclusive of all applicable taxes and duties, transportation and other costs involved in performance of the scope of Services as per "Scope of Services /Term of Reference" such as advisory services, Technical support, supervision, monitoring and report writing including taxes and duties payable by the firm.

S. No.	Item Description	Unit	Rate (Rs.)
1	Rendering of consultancy and advisory services including submission of periodic IMC reports as per the scope of works described in Section-VII "scope of Services" as per SEPA /EIA guidelines to ensure the implementation of the EMMP in the light of SEQS 2016 and international standards	Services per Month	
	Total Rs.		
	Applicable Sindh Sales Tax (SST)		
	Sindh Stamp Duty @0.35% of the Contract Value		
	Grand Total Rs.		

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ix. Form of Bid Security

(Bank Guarantee)

[will not be filled/submitted in case of Submission of Bid Security CDR/ Pay order]

[insert Bank's Name, and Address of Issuing Branch or Office] **Beneficiary:** ***[insert Name and Address of Purchaser]***

Date: ***[insert date]***

Bid GUARANTEE No.: ***[insert number]***

We have been informed that ***[insert name of the firm]*** (hereinafter called "the firm") has submitted to you its proposal dated ***[insert date]*** (hereinafter called "the Proposal") for the execution of *[*consultancy services of *Independent Monitoring Consultant (IMC) /External Monitor For Independent Monitoring Consultant (IMC)/ External/Third Party Monitor for Implementation of Environmental Monitoring & Management Plan (EMP) & Compliances with Conditions of EIA approval granted by Sindh Environmental Protection Agency For "upgradation of Existing Navigational Channel at Port Qasim, Karachi" in compliance with SEPA guidelines For Period of 19 Months (Extendable to 02 months)]*

Furthermore, we understand that, according to your conditions, proposal must be supported by a Bid Guarantee.

At the request of the firm, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures] [insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Firm is in breach of its obligation(s) under the proposal conditions, because the Firm:

(a) has withdrawn its Proposal during the period of Bid validity specified by the Firm in the Form of Proposal; or

(b) having been notified of the acceptance of its Proposal by the *Firm* during the period of proposal validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee of Rs 500,000/-, in accordance with the ITB 42

This guarantee will expire: (a) if the Firm is the successful Firm, upon our receipt of copies of the contract signed by the Firm and the Performance Guarantee issued to you upon the instruction of the Firm; and (b) if the Firm is not the successful Firm, upon the earlier of (i) our receipt of a copy your notification to the Firm of the name of the successful firm; or (ii) twenty-eight days after the expiration of the Firm proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date_____

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

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x. Blacklisting

(To be printed on e-Stamp Paper of PKR 100/-)

The Consultant shall attach original affidavit duly authenticated by the relevant government agency on stamp paper that the consultant has not been declared ineligible/blacklisted by any Governmental/Semi-Governmental agency/department including any of its employer(s) / Client(s) till date due to the reasons including but not limited to corrupt practices influencing the Procuring Agency in evaluation of the Bids or contract award decisions etc.

xi. Pending Litigation

Consultant's Legal Name: Date…….

Each consultant must fill in this form

Pending Litigation			
1. No pending litigation 2. Pending litigation as indicated below			
Year	**Matter in Dispute**	**Value of Pending Claim in PKR**	**Value of Pending Claim as a Percentage of Net Worth**

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xii. Undertaking of Eligibility

(To be printed on eStamp Paper of PKR 100/-)

National Dredging & Marine Services
HQ National Logistics Corporation, GHQ, Rawalpindi, Punjab, Pakistan.

Date:

We_____registered under incorporation/registration number [•] under the laws of [•], (the "**Bidder**"), do hereby solemnly declare and submit this undertaking of eligibility that we have not been blacklisted by the Government of Pakistan as of the date of the submission of the Proposal.
We also solemnly declare that we continue to be eligible for the Bidding for this Dredging project of Existing Navigational Channel and established of Alternate Channels in accordance with the RFP Documents and shall notify the Procuring Agency immediately, in writing, of any change in the structure, formation, personnel or qualifications reflected in our Bid for Bidding that could affect our eligibility under the Bidding Document.

We acknowledge and accept that failure to notify the Procuring Agency of such changes in a timely manner may result in disqualification at any point in time.
We also understand that all capitalized but undefined terms shall have the meaning given to such terms under the RFP Documents No. EOI-01/Dredging/NDMS/2026

Very truly yours,

[*Name of authorized signatory*] [*Signature of authorized signatory*]

Witnesses

1	Signature	_____	**2**	Signature	_____
	Name:	_____		Name:	_____
	Address:	_____		Address:	_____
	CNIC/Passport No.	_____		CNIC/Passport No.	_____

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Note: *In the event that a Bidder is a consortium or a JV, each partner is required to submit a separate undertaking.*

xiii. Power of Attorney

[on PKR 200/- eStamp Paper duly notarized]

KNOWN BY ALL THAT by this Power of Attorney [*insert name of Firm*] (the "**Firm Company** ") having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder Company, hereinafter referred to as the attorney, to sign the Proposal, the ancillary documents, the Acceptance of Notice of Award and the Contract for render consultancy services of *Independent Monitoring Consultant (IMC) /External Monitor For Independent Monitoring Consultant (IMC)/ External/Third Party Monitor for Implementation of Environmental Monitoring & Management Plan (EMP) & Compliances with Conditions of EIA approval granted by Sindh Environmental Protection Agency For "up gradation of Existing Navigational Channel at Port Qasim, Karachi" in compliance with SEPA guidelines For Period of 20 months (Extendable*) (if awarded the Notice of Award) and to act for and on behalf of the Bidder Company and to bind the Firm Company in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

The Bidder Company does hereby ratify & confirm whatever the attorney shall do by virtue of these presents.

Specimen signature of Mr. [*name of the nominee*]

Specimen signature of Mr. [*name of the nominee*]

_____

Signature &
Name
Designation of authorizing authority:
Company:

Witnesses

1	Signature	_____	**2**	Signature	_____
	Name:	_____		Name:	_____
	Address:	_____		Address:	_____
	CNIC/Passport No.	_____		CNIC/Passport No.	_____

Note: *In the event that a Firm is a consortium or a JV, each partner is required to submit a separate power of attorney in the name of the person/firm submitting the bid authorizing for submission of*

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bid and undertaking to be bound by the terms and conditions of the bid and the agreement incase the contract is awarded.

xiv. Financial Situation

Firm/Bidder's Legal Name: .....
Date: .....

must fill in this form

Financial Data for Previous 3 Years (in PKR)			
	Year 1:	Year 2:	Year 3:
Information from Balance Sheet			
Total Assets (a)			
Total Liabilities (b)			
Net Worth (a-b)			
Current Assets (c)			
Current Liabilities (d)			
Working Capital (c-d)			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Note 1: Attached are copies of financial statements in English language in the name of Bidder i.e., balance sheets including all related notes, and income statements for the last three (03) years, as indicated above, complying with the following conditions.

1. All such documents reflect the financial situation of the Bidder. All such documents reflect the financial situation of the Bidder.
2. Historic financial statements must be verified by the auditors of the Bidder.
3. Historic financial statements must be complete, including all notes to the financial statements.
4. The financial information reflected above should be consistent with the corresponding information reported in the Financial Statements.
5. Historic financial statements must correspond to accounting periods already completed (no statements for partial periods shall be requested or accepted).
6. Soft copies of these financial statements in the form of CD/USB together with respective hard copies shall be provided.

Note 2: *If Bidder is part of a Group of Companies, please provide the Detailed Group Structure indicating, among other details (like shareholding %age, legal status and name of all companies/entities, common directorship, if any, etc.) the Ultimate Parent*

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xv. Average Annual Turnover

Consultant's Legal Name: .....
Date: .....
Each Bidder must fill in this form

	Annual Turnover Data for the Last Three (03)- Years	
Year	Amount Currency	
	Average Annual Turnover	

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts recognized for each year. This should be consistent with the amounts reported in the financial statements.

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SECTION-VI

Eligibility

All the firms registered in Pakistan are allowed to participate in the subject procurement, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL),

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SECTION-VII Scope of Services / Terms of Reference

Introduction

- Pakistan has launched National Dredging & Marine Services (NDMS), a strategic joint venture that will localize dredging operations, save billions in foreign exchange, strengthen maritime

sector, create skilled jobs, and position the country as a competitive regional player in marine services.

- The Initial Environmental and Social Impact Assessment (ESIA) were conducted by M/s EMC Pakistan Pvt Ltd in 2025 for dredging and operation phases of "up gradation of Existing Navigational Channel and Established an alternative navigation channel at Port Qasim, Karachi". The ESIA was approved by Sindh Environmental Protection Agency (SEPA) in 14th May 2026 as mandatory statutory requirement.
- SEPA has mandated NDMS to monitor the implementation of Environmental Management & Mitigation Plan during dredging phase through an IMC as External Monitor. Henceforth, NDMS has prepared the ToR's / Scope of Services to invite best consultancy firms having expertise in HSE monitoring during projects construction activities.
- All prospective consultants/firms/companies/contractors ***having*** relevant Certificates/ Licenses/Permits/Approvals from regulatory bodies established for that particular trade or business and ***experienced in conducting an independent Environmental Monitoring of Dredging Projects or have provided similar services or carried out corresponding works on local or national/international levels a***re required to submit their proposals for rendering services as external monitor as per the scope of services/ term of reference mentioned in Section V in compliance with SEPA guidelines. The bids with "lowest Pri**ce** Offer**"**, will be declared as "The Most Advantageous Bid" and will be awarded "Contract" on terms & conditions and the format that has been provided in the RFP Document.

Design Parameters of Project

- National Dredging & Marine Services (NDMS) is undertaking the dredging project for up grading Existing Navigation Channel to handle 24/7 navigation of 370 m LOA ships, 56 m Beam and 14m Draught as per International Codes & Standards.
- The project to be completed by May 2028.
- For deepening and widening the channel, capital dredging to be performed. The estimated capital dredging volumes for the proposed project will be 24 ± 20% Million m3. The material requiring dredging are in the main sand (38%) and silt (44%) with the remainder made up of clay and clay mixed with silt. No rock requiring dredging was found in the geotechnical data.

Objectives

NDMS intends to engage a highly professional Environmental consultant as an independent/external monitor to monitor the environmental safeguards and implementation of EMMP during the dredging of the project till anticipated timeline by May 2028.

The Environmental Consultant's is being hired to render their services / expertise as External Monitor. The scope of work includes conducting an independent monitoring of implementation of EMMP laid down in EIA and timely prepare & submit its IMC report in accordance to the Scope of Services/ToR's on monthly basis to NDMS for onwards submission to the Sindh Environmental Protection Agency (SEPA) to comply legal requirements.

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The main navigation channel leading to Port Qasim through Phitti Creek is 45km long and can accommodate ships up to 13.0 m draught. Currently, 15.3 m depth in approach channel and 14.0 m depth in inner channel with minimum 200 m width are being maintained. The Port currently caters about 50 percent of seaborne trade requirements of the country. The route is complex, with the alignment of the outer channel affected by coastal processes and the inner channel determined by the route of Phitti and Kadiro Creeks. The navigation channel is subject to considerable annual siltation, notably in the outer section.

PQA has undertaken feasibility and other necessary studies through HR Wallingford (HRW), UK in association with Techno-Consult International (TCI), Pakistan which has been completed.
The purpose of this EMMP is to describe the environmental management and monitoring procedures to be implemented during the Project's dredging project. The EMP will ensure that appropriate environmental management practices are followed during the project's dredging phase.

The EMP will enable the Project team to upgrade Existing Navigational Channel with the least adverse environmental effect. Overall, implementation of this EMP will ensure.

- Compliance with the conditions of resource consents and designations
- Compliance with environmental legislation
- Environmental risks associated with the project to be properly managed.
- Take up each environmental impact identified in the EIA and then suggesting corrective measures and mentioning the agencies responsible for implementing these measures;
- Build up a monitoring and verification system by setting standards that can validate the performance of these mitigation measures;
- Describe the roles and responsibilities of the project proponents for the implementation of EMP and suggesting coordination with other stakeholders; and
- Point out the actions essential for compliance with EMP and communicating it to the relevant regulatory authorities

The EMMP sits alongside the Stakeholder of this project and identifies the key stakeholder groups and methods for engaging with them as well as individual members of the public throughout the dredging and operation phase of the project.

Thus, the format of EMP would consist of mentioning against each impact, the person(s) or offices responsible for taking action, standards that would form the criteria for monitoring and time it would take to execute that mitigation measure.

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The project will be initiated with all required environmental safeguards and protective equipment as per the EIA recommendations for the project. While, Managing Ships and its channels, NDMS has always been a forerunner in complying with stringent environmental norms, which binds the Ship Navigational Channel to reduce the foot print to environment below the prescribed limit of Sindh Environmental Quality Standards (SEQS), 2016.

LOCATION

The existing Port Qasim Navigation Channel need to be upgraded to handle 24/7 navigation of 370 LOA ships, 56 beam and 14m draught. Deepening and widening of the channels are involving dredging at Phitti and Kadiro Creeks (about 45 km)

1. Obligation and Scope of work:

The object of hiring of Independent Environmental Monitoring Consultant (IMC) is to oversee that the Environment Management Plan (EMP) for the proposed dredging activities by NDMS shall be implemented in letter and spirit during dredging phase by the Management of NDMS, as per conditions set out in the Sindh EPA's Approval of project issued on 14th May, 2026. The EMP also set out scope of supervision/ monitoring activities and reporting arrangements for the project. The specific TOR's of the consultant are as follow:

- IMC will prepare HSE Plan at project's activities.
- Monitoring the Maintenance emergency procedures and equipment to manage emergency situation.
- Monitor the activities at project site are carried out in an environment friendly way and mitigation measure are implemented by NDMS as per the EMP devised in Environment Impact Assessment (EIA) report. Also, guide NDMS to compliance with regulatory requirements.
- Visits to project site as per contract to check compliance against the EMMP and SEPA NOC approval by and with Table:1 Scope of work to prepare Activity /Observation report to share with NDMS management for corrective action/continual improvement. Following item must be considered during monitoring:

Table:1 Scope of work

S. No.	Items	Parameters	No of Samples	Frequency	Responsibility to perform
1	Marine Flora and Fauna	Biodiversity monitoring (Mortality of marine fauna and mangrove growth) should be undertaken by marine ecologist keeping in view the baseline condition on other intertidal zones other than project area.	-	Monthly	Independent Ecologist
2	Fire & Safety at operational site	IMC inspect Fire Hazards & Safety Protocols implementation and guide NDMS at any weakens found	-	Continous	IMC/NDMS
3	Health & Safety at operational site	IMC guide NDMS to ensure record keeping of Accidents Records,Visual Assessment / Record of Tool box Talk /	-	Continous	IMC/NDMS

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		Record of PPEs/ Pictorial Evidences			
4	Hazardous Spill	Spill on sea water	-	Continous	IMC
5	Solid Waste	IMC ensure and guide NDMS to maintain record of Solid waste quality and quantity and disposal, visual check to assess the situation.	-	Continous	IMC/NDMS
6	Fire & Safety at campsite	IMC inspect Fire Hazards & Safety Protocols implementation and guide NDMS at any weakens found	-	Continous	IMC/NDMS
7	Health & Safety at campsite	IMC guide NDMS to ensure record keeping of Accidents Records, Visual Assessment / Record of Tool box Talk / Record of PPEs/ Pictorial Evidences	-	Continous	IMC/NDMS
8	Restoration of campsite	IMC will Visual Analysis photographic records that campsite restored by NDMS	-	End of Dredging and associated activities	IMC/NDMS
9	Submit Monthly Reports	Compile environmental conditions, pollutant analysis, and photographic records into a monthly IMC report for SEPA.	-	Monthly	IMC
10	Submit Quarterly Reports	Deliver an implementation report covering all mitigation measures and EMP structures to the SEPA office.	-	Quarterly	IMC
11	Submit Annual Audit	Execute and submit an environmental compliance audit under section 20 of the SEP Act 2014 to Sindh EPA.	-	Annual	IMC

- IMC will ensure Environmental Monitoring performed by SEPA certified Laboratory (third party) as per given below table and report to NDMS:

Table 2: Scope of work

S. No.	Items	Parameters	No of Samples	Frequency	Responsibility to perform
1	Air Emissions from Dredging Vessel	Test for CO, SOx, NOx, and PM. Ensure vessels meet MARPOL Annex VI and campsite gensets meet SEQS standards.	-	Quarterly	IMC
2	Sea Water	SSC, turbidity, and dissolved oxygen (DO)	-	Monthly	IMC

	Quality				
3	Dredging Spoil Contamination	Analyze dredged material for 29 distinct items including heavy metals, BTEX, VOCs, and PCBs using Japan Ministry standards.		Quarterly	IMC
4	Ambient Air Monitoring	CO, NO, NO2, SO2, PM10, PM2.5, TSP, O3, Pb	1	Monthly	IMC
5	Noise	Noise in dB (A) as SEQS Standards for Ambient Noise Quality	5	Monthly	IMC
6	Solid Waste	IMC ensure and guide NDMS to maintain record of Solid waste quality and quantity and disposal, visual check to assess the situation.	-	Continous	IMC/NDMS
7	Wastewater	Temperature, pH, BOD, COD, TDS, TSS, Oil & grease and Phenolic Compounds. Test campsite wastewater and treat campsite sewerage to meet SEQS guidelines before discharge.	1	Monthly	IMC
8	Generator and Vehicles	CO, Sox, Nox, PM, Smoke	1	Quarterly	IMC

- Guide NDMS to ensure Health Safety and Environment Plans /SOP established at appropriate and in place to meet relevant regulatory standards
- Ensure that Health Safety and Environment Plans /SOP well communicated to all the relevant staff of NDMS.
- Audit the training provided by NDMS to employees and contractors with the relevant Health Safety & environmental Safeguard instructions in relation to the EMMP, requirements of PQA & SEPA's Approval and awareness and understanding of their obligations and duties.
- Prepare independent environment monitoring (IMC) reports and ensure its submission to SEPA on ***monthly*** Basis on behalf of NDMS. The objectives of Compliance Monitoring (IMC monitoring services) is to ensure environmentally safe and sound activities. The monitoring program is designed to determined conformity with Sindh Environmental Protection Act 2014 and rules and regulation thereunder, Regulation of Port Qasim Authority and conditions stipulated in project approval from SEPA dated 10th March, 2014 and compliance with international relevant standard of Dredging.
- The IMC Monitoring will be carried out in accordance with Environment Management Plan presented in EIA and SEPA approval of the project.
- The consultant will submit its schedule for project site visits to NDMS.
- The IMC will submit Environment Monitoring Reports to NDMS for onwards submission to Sindh EPA.

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- The Consultant will hand over all the record to the owner at the end of the contract period.

Facilities to Firm/Consultant:

- NDMS provide access and resources to IMC team at project site to monitor project's activities to monitoring implementation of EMMP and conditions of SEPA approval and PQA requirements
- **Water Supply**: Water for drinking and sanitation purpose shall be used by the firm and his staff, for the site work, free of cost.
- **Power Supply:** Power supply will be provided to the IMC (in case of requirement) for the site monitoring purpose by NDMS without cost. The power will be supplied from the nearest point to the site and Contractor shall arrange to tap the power to his site at his own cost
- **Consultant Field Office:** The Owner at his discretion and convenience may provide the firm, the temporary field office required for the execution of the Contract near to the site. The Consultant shall, at his cost, furnish office and provide water supply, sanitary, power supply and communication arrangements as per Owner's Safety Rule.

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A- <u>Monitoring and Reporting</u>

IMC will perform: Sampling as per methodology and frequency given in subsequent of Table 1: Scope of work & Table 2: Scope of work, or as advice by the NDMS's Management.

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- Monitoring Plan and as per Sampling Rules 2014.
- Analysis of samples in Sindh EPA certified Laboratory;
- Compare results with SEQS and suggest any measure if deviation occur;
- Advise the project proponent in improving the environmental performance of the project in monthly report separately.
- The score for the environmental monitoring activities includes monitoring for operation activities as per agreed frequencies, the detail which as follows:

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*<u>Air Emissions</u>: IMC will ensure that

- The zero-meter ground of the from the air emission source such as emission from dredger vessel, boiler, hopper and dust collector and lower part etc.
- Dense belt of the Mangrove trees that planted near project site and dumping sites and other projects activities, will be preserve. No tree will be removed without prior notify to relevant authorities and compensate any damage may occurred.
- A complete extractive-type Continuous Emission Monitoring System (CEMS) will be provided with appropriate location for monitoring of SO2, NOX, CO2 and opacity meters for the unit. The CEMS will be furnished with sampling system, sample conditioning, sample lines, analyzer a programmable logic controller (PLC), and a shelter to house the CEMS equipment. The PLC will have a redundant link to the project DCS.
- Continuous online monitoring system for SPM, CO, SO2 and NOX with computer display and recording facility will be installed to facilitate regular checkup of air emission and ensure compliance with the prescribed standard

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* Noise:

- Maintenance of machinery and equipment to be a regular feature
- Use of ear muffs by workers in high emission zones to be obligatory.
- On the atmospheric exhaust steam pipes and exhaust steam pipes with safety valves, exhaust steam micro pole diffuser will be provided.
- For all kind of machineries, pumps, vibration insulating foundations shall be provided to prevent vibration of the pump bodies. For the windows of the pump room, materials that have a good airtightness and sound insulation performance will be used.

*Lux/illumination Level Monitoring: IMC will ensure monitoring of:

- Monthly Lux Monitoring

*Hazardous & Non-Hazardous Waste Management: IMC will ensure that

- All wastes to be removed and placed as designated sites as per the waste management plan that will be developed for solid waste disposal.
- Domestic garbage to be delivered to the site designated by local authority, to avoid negative impact on the esthetics of the surrounding.

ii- Compliance Monitoring

Conduct visits to sites to monitor ongoing activity;

- Ensure that the activities at project site are carried out in an environment friendly way and mitigation measures are implemented as per the recommendation of environment Impact Assessment (EIA) reports;
- Verify that implementation of environment protection measures imposed/ proposed in the EIA Report and Operational stage NOC of the project actually implemented as intended.
- Advice to take adequate measures to avoid soil contamination and proper disposal method of dredging spoil at the designated site;
- Propose measures to manage and/or mitigate impacts and advice that no contaminated water, including those containing sediments, leaves the site;
- Advice that particulate /dust emissions, both individually and cumulatively, meet appropriate criteria and do not cause an environmental or human health problem;
- Advice waste generated from the sites area contained and isolated from land, ground and surface water surrounding & treatment or collection does not result in long term impacts on the natural environment;
- Identify the source of the hazardous waste generated at site and suggest standard safety practices are implemented at site for the handling and disposal of hazardous waste;
- Provide employees and contractor with the relevant environmental instruction in relation to the EMP and awareness and understanding of their obligations and duties
- Oversee that Health Safety and Environment Plan is in place and communicated to all the relevant staff;
- Suggest corrective measures for any non-compliance observed;
- Keep track of actions on corrective measures;
- Provide timely feedback to the project's management dementing the environmental performance of project's activities;
- Prepare monthly environment monitoring reports for the Sindh EPA;
- Prepare response to any Sindh EPA queries till its resolutions;

iii. HSE Training:

IMC will monitor the training program implementation as per training program given in EIA Report. All employees of NDMS will be trained appropriately to work on EMP effectively. Employees training will

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provide workers with information on minimizing waste generation. The HSE Head will determine the training requirements in consultation with consultant among the staff of both dredging contractor, supervision consultant, Environment Specialist and HSE Head. Some topics are given below:

- Site induction course
- Training for emergency response and preparedness
- Training for familiarization with site environmental controls
- Specific environmental training for relevant employees e.g. installing erosion and sedimentation controls, daily checks to maintain controls, cleaning up pills, waste minimization.
- Training of Health & Safety to employees and contractor staff in conformity with NDMS and Contractor's HSE procedures. Training of Health & Safety to community members especially Fishermen related to emergency situation and safe navigation during fishing

iv. IMC Reporting:

The findings will be communicated to the client in a written report. This Environmental monitoring Report will include the following information:

- The name of the client and its identification;
- Agreed objectives, scope & criteria of monitoring;
- The period covered by the assessments and the dates the monitoring was conducted;
- The identification of the monitoring team members;
- Findings & Tests results (as performed according to monitoring plan)
- Analyses of Tests results
- The recommendations relevant to the findings; and
- Any additional points which client would like to add to the report, agreed earlier;
- Conclusions
- Consultant shall submit the monthly progress report as Independent Monitoring Consultant (IMC) and HSE Monitoring Services that contains original test reports of all parameters, photographic evidences, monitoring methodology and recommendations.
- Consultant shall submit IMC report to NDMS first, for its review and approval.
- After approval, Consultant shall furnish 03 colored hard copies of monitoring reports along with its soft copy on monthly / quarterly bases.
- IMC reports shall be submitted to Owner at the defined timelines with site representative's signatory.
- Owner has right, to ask any of the report from the consultant within the 24 hours on written request
- Report format will be mutually agreed between both the parties, however its NDMS's decision to which format will be followed which is acceptable.

B- Special Report (Optional)

1. In depth analysis and site survey must be accomplished utilizing latest technological equipment / techniques through improved methodologies being adopted internationally.

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Part-B

SECTION-VIII Standard Form of contract

Contract for Consultancy Services

Project Name

Independent Monitoring Consultant (IMC)/ External/Third Party Monitoring for

Contract No. _____

between

_____

[National Dredging & Marine Services]

and

_____

[Name of the Consultant]

Dated: _____

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Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[National Dredging & Marine Services]* (hereinafter called the "NDMS") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "NDMS") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the NDMS for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

(a) the NDMS has advertise for procurement of consultancy services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, is the most advantageous bidder and having represented to the NDMS that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto 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) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Breakdown of Contract

   In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C;. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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2. The mutual rights and obligations of the NDMS 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 NDMS 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 as of the day and year first above written.

For and on behalf of *[Name of NDMS]*

_____

[Authorized Representative of the NDMS – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

_____

[Authorized Representative of the Consultant – name and signature]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

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SECTION-IX General Conditions of the Contract

A. *General Provisions*

1.	**Definitions**	**1.** 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: (a) **"Applicable Law"** means the laws of Pakistan. (b) **"Procuring agency"** means the implementing agency that signs the Contract for the Services with the Selected Consultant. (c) **"Consultant"** means a legally established professional consulting firm or entity selected by the NDMS to provide the Services under the signed Contract. (d) **"Contract"** means the legally binding written agreement signed between the NDMS and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). (e) **"Day"** means a working day unless indicated otherwise. (f) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to **Clause GCC 11.** (g) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. (h) **"GCC"** means General Conditions of Contract.

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		(i) **"Government"** means the federal, and provincial governments of Islamic Republic of Pakistan. (j) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal. (k) **"Local Currency"** means Pak Rupees. (l) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. (m) **"Party"** means the NDMS or the Consultant, as the case may be, and "Parties" means both of them. (n) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. (o) **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as described in **Section-VII "Scope of Services"** hereto. (p) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. (q) "Third Party" means any person or entity other than the Government, the NDMS, the Consultant or a

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		Sub-consultant.
2.	**Relationship**	2.1. Nothing contained herein shall be construed as establishing **the** relationship of master and servant or of principal and agent between the NDMS and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2. Governing	**Law**	3.1. This Contract, its meaning and interpretation, and the relation **Contract** between the Parties shall be governed by the law of Pakistan.
4.	**Language**	4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5.	**Headings**	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6.	**Communications**	6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**. 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
7.	**Location**	7.1. The Services shall be

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		performed at such locations as are specified in **Section-VII "Scope of Services"** hereto.
8.	**Authority of Member in Charge**	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the NDMS under this Contract, including without limitation the receiving of instructions and payments from the NDMS.
9.	**Authorized Representative**	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the NDMS or the Consultant may be taken or executed by the officials specified in the SCC.
10.	**Corrupt and Fraudulent Practices** **a. Commissions and Fees**	10.1 The Authority (NDMS) requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Public Procurement Rules, 2004. 10.2 The NDMS requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract. The NDMS requires the Consultant to disclose any commissions, gratuities or fees

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		that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

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B. *COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF* CONTRACT

11.	**Effectiveness of** the **Contract**	11.1. This Contract shall come into force and effect on the date (the **Contract** "Effective Date") of the NDMS'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 **SCC** have been met.
12.	**Termination of Contract for Failure to Become Effective**	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) 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 with respect hereto.
13.	**Commencement of Services**	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
14.	**Expiration of Contract**	14.1. Unless terminated earlier pursuant to **Clause GCC 19** hereof, this Contract shall expire at the end of such time period (20 working months) after the Effective Date as specified in the **SCC**

15.	**Entire Agreement**	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16.	Modifications or Variations	16.1. In cases of substantial modifications or variations, the prior written consent of the Authority is required.
17.	**Force Majeure** **a. Definition**	17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Service Provider, is not foreseeable, is unavoidable, and makes a Service Provider's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 action confiscation or any other action by Government agencies. 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Service Provider or such Service Provider's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Service Provider could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
	(b) No Breach of Contract	17.4. The failure of a Service Provider to fulfill any of its obligations hereunder 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 Service Provider affected by such an event has taken all reasonable precautions due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
	(c) Measures to be Taken	17.6. A Service Provider affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. 17.7. A Service Provider affected by an event of Force Majeure shall notify the Procuring Agency of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. 17.7. A Service Provider affected by an event of Force Majeure shall notify the Procuring Agency of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of

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		normal conditions as soon as possible. 17.8. Any period within which a Service Provider 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. 17.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the NDMS, shall either: (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the NDMS, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. 17.10. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Clauses GCC 44 & 45**.
18.	**Suspension**	18.1. The NDMS may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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) calendar days after receipt by the Consultant of such notice of suspension.
19.	**Termination** **a. By the NDMS**	19.1. This Contract may be terminated by either Party as per provisions set up below: **(a) By the NDMS** 19.1.1. The NDMS may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the NDMS shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f): (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Clause GCC 18;** (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its 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;

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		(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause GCC 45.1**; (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the NDMS, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) If the Consultant fails to confirm availability of Key Experts as required in **Clause GCC 13**. 19.1.2. Furthermore, if the NDMS determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the NDMS may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
	b. By the Consultant	19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the NDMS, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the NDMS fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **Clause GCC 45.1** within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue. (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the NDMS fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1. If the NDMS 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 NDMS of the Consultant's notice specifying such breach.
	c. Cessation of Rights and Obligations	19.1.4. Upon termination of this Contract pursuant to **Clauses GCC 12 or GCC 19** hereof, or upon expiration of this Contract pursuant to **Clause GCC 14**, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in **Clause GCC 22**, (iii) the Consultant's obligation to permit

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		inspection, copying and auditing of their accounts and records set forth in **Clause GCC 25,** and (iv) any right which a Party may have under the Applicable Law.
	d. Cessation of Services	19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses GCC 19a or GCC 19b,** the Consultant shall, immediately upon dispatch or receipt of such notice, 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 NDMS, the Consultant shall proceed as provided, respectively, by **Clauses GCC 27 or GCC 28**.
	e. Payment upon Termination	19.1.6. Upon termination of this Contract, the NDMS shall make the following payments to the Consultant: (a) payment for Services satisfactorily performed prior to the effective date of termination; and in the case of termination pursuant to paragraphs (d) and (e) of **Clause GCC 19.1.1,** reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

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C. *OBLIGATIONS OF THE CONSULTANT*

20.	**General**	
	a. Standard of Performance	20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the NDMS, and shall at all times support and safeguard the NDMS's legitimate interests in any dealings with the third parties. 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. 20.2. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the NDMS. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
	b. Law Applicable to Services	20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Pakistan Laws. The NDMS shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
21.	**Conflict of Interests**	21.1. The Consultant shall hold the NDMS's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
	a. Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1 The payment of the Consultant pursuant to **GCC F (Clauses GCC 38 through 42)** shall constitute the Consultant's only payment in connection with this Contract and, subject to **Clause GCC 21.1.3,** the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive

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		any such additional payment.
	b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
	c. Prohibition of Conflicting Activities	21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
	d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the NDMS, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22.	**Confidentiality**	22.1 Except with the prior written consent of the NDMS, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23.	**Liability of the Consultant**	23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

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24.	**Insurance to be Taken out by the Consultant**	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub- consultants', as the case may be) own cost but on terms and conditions approved by the NDMS, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the NDMS's request, shall provide evidence to the NDMS showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in **Clause GCC 13**.
25.	**Accounting, Inspection and Auditing**	25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs
26.	**Reporting Obligations**	26.1 The Consultant shall submit to the NDMS the reports and documents specified in **Section-VII "Scope of Services"**, in the form, in the numbers and within the time periods set forth in the said Section -III of the contract documents.
27.	**Proprietary Rights of the NDMS in Reports and Records**	27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the NDMS in the course of the Services shall be confidential and become and remain the absolute property of the NDMS. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the NDMS, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the NDMS. 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the NDMS's prior written approval to such agreements, and the NDMS shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

Saved by 100235abdulrehman at 131438 Nov 26
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28.	**Equipment, Vehicles and Materials**	28.1 Equipment, vehicles and materials made available to the Consultant by the NDMS, or purchased by the Consultant wholly or partly with funds provided by the NDMS, shall be the property of the NDMS and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the NDMS an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the NDMS's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the NDMS in writing, shall insure them at the expense of the NDMS in an amount equal to their full replacement value. 28.2 Any equipment or materials brought by the Consultant or its Experts into the NDMS's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. *CONSULTANT'S EXPERTS AND SUB-CONSULTANTS*

29.	**Description of Key Experts**	29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Section-VIII "Standard Forms".**
30.	**Replacement of Key Experts**	30.1 Except as the NDMS may otherwise agree in writing, no changes shall be made in the Key Experts. 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

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31.	**Removal of Experts or Sub-consultants**	31.1 If the NDMS finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the NDMS determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the NDMS's written request, provide a replacement. 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the NDMS to be incompetent or incapable in discharging assigned duties, the NDMS, specifying the grounds therefore, may request the Consultant to provide a replacement. 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the NDMS. 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. *OBLIGATIONS OF THE NDMS*

32.	**Assistance and Exemptions**	32.1 Unless otherwise specified in the **SCC**, the NDMS shall use its best efforts to: (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. Provide to the Consultant any such other assistance as may be specified in the **SCC**.
33.	**Access to Project Site**	33.1 The NDMS warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services
37.	**Payment Obligation**	a. 37.1 In consideration of the Services performed by the Consultant under this Contract, the NDMS shall make such payments to the Consultant for the deliverables specified in **Section-VII "Scope of Services"** and in such manner as is provided by GCC.

F. *PAYMENTS TO THE CONSULTANT*

38.	**Contract Price**	38.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Section-V "financial Proposal"**.

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39.	**Taxes and Duties**	39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
40.	**Currency of Payment**	40.1 Any payment under this Contract shall be made in the Pakistani Rupees
41.	**Mode of Billing and Payment**	41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1. The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Section-VII "Scope of Work"**. The payments will be made according to the payment schedule stated in the **SCC**. 41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the NDMS in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the NDMS shall have approved in writing. The advance payments will be set off by the NDMS in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off. 41.2.2 *The Final Payment*.The final payment under this Clause shall be made only after the final report to be submitted by the Consultant and approved as satisfactory by the NDMS. The Services shall then be deemed completed and finally accepted by the NDMS. The last lump-sum installment shall be deemed approved for payment by the NDMS within ninety (90) calendar days after receipt of the final report by the NDMS unless the NDMS, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**. 41.2.3 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

Saved by 100235abdulrehman at 131438 Nov 26

G. *Fairness and Good Faith*

43.	**Good Faith**	43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. *Settlement of Disputes*

44.	**Amicable Settlement**	44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. 44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.
45.	**Dispute Resolution**	45.1. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. 45.2. At failure of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 45.3 At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language. 45.4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the

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		Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 45.5 Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the assignment. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider.
46.	**Liquidated Damages (LD's)**	In case of consultant's failure to achieve any of its deliverable as per the contract (e.g Delay in submission of required Monitoring reports, not following the required methodology of reporting /sampling etc), the LD will be imposed @ 2% of consultant 's monthly invoice for each deliverable upto max 10% of one month invoices for the undelivered portion. Note; LD effect will be reoccurring on every defaulting month during the entire period of the contract.

Saved by 100235abdulrehman at 131438 Nov 26

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SECTION-IX Special Conditions of Contract

[Whenever there is a conflict between General Conditions of the Contract and Special Conditions of the Contract, the provisions in the SCC shall prevail over GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	**The Contract shall be construed in accordance with the law of** Islamic Republic of Pakistan.
4.1	**The language is:** English
6.1 and 6.2	**The addresses are:** Procuring Agency, National Dredging & Marine Services (NDMS) (PVT) (LTD) HQ National Logistics Corporation, Harding Road, GHQ, Rawalpindi. Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) :_____
8.1	*[If the Consultant consists only of one entity, state "N/A"*
9.1	**The Authorized Representatives are:** **For the NDMS:** *[name, title]*_____ **For the Consultant:** *[name, title]*_____
11.1	**The effectiveness conditions are the following**: **2.** *The contract will be effective from the date of signing the agreement.* **3.** *The contract signing date will be declared effective date of NTP. NDMS will issue a NTP (i.e. Notice to Proceed) to consultant declaring the effectiveness of the contract.*
12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be 0 3 M o n t h s**

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13.1	**Commencement of Services:** **The number of days shall be 07 Seven** Confirmation of Key Experts' availability to start the Assignment shall be submitted to the NDMS in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** **The time period shall be 19 working Months** In case project activities shutdown exceed beyond 3 consecutive months, the services under the contract will be discontinued temporarily till the resumption of project activities. The duration of such discontinued services will not be considered in contract terms of 20 working months. The consultant will not claim any charges during this discontinued period and shall resume its services on same contract conditions upon receipt of a written Notice from NDMS to remobilization of his experts at site.
21 b.	The NDMS reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
23.1	**No additional provisions.** *[OR* The following limitation of the Consultant's Liability towards the NDMS can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards NDMS: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the NDMS's property, shall not be liable to NDMS: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the **Services;** be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the **Law of the Islamic Republic of Pakistan.**

Saved by 100235abdulrehman at 131438 Nov 26

27.1	*[If applicable, insert any exceptions to proprietary rights provision_____]*
27.2	*[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* [**The Consultant shall not use these** *[insert what applies…….**documents*** **for purposes unrelated to this Contract without the prior written approval of the PPRA**.]
38.1	**The Contract price is: _____** *[insert amount and currency for each currency as applicable] [indicate:* **inclusive all applicable taxes.** The amount of such taxes is ____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.
41.2	**The payment schedule:** *[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]* **1st payment:** *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]* **2nd payment: _____** **……:_____** **Final payment: _____** *[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]*
41.2.1 **(Not Applicable)**	The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment *[insert amount]* in local currency] shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by the NDMS. The advance payment will be set off by the NDMS in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency of the advance payment. The bank guarantee will be released when the advance payment has been fully set off.
41.2.4	**The accounts are:** for local currency: Pak Rupees
42.1	**The interest rate is**: *[insert rate]*.

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45.1	**Arbitrator's fee** 45.1 The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties. **Appointing Authority for Arbitrator** 45.2 By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the court in Islamabad for appointment of sole arbitrator. **Substitute Arbitrators** 45.3 If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. **Rules of procedure for arbitration proceedings:** Any dispute between NDMS and Consultant arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940.

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