Request for Proposal

REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT OF SEA-TO-STEEL (S2S) PROJECT AT IRON ORE & COAL BERTH (IOCB) PORT QASIM
(Consultancy Services)

International

Single Stage-Two Envelope

CORRIGENDUM # 1	CORR-P92854-001
Initiation Date	September 25, 2026

September 25, 2026

Port Qasim Authority (PSP Department) (Port Qasim Authority - PQA),Manager
Ground Floor Admin Building Bin Qasim Town, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).
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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Port Qasim Authority (PSP Department) (Port Qasim Authority - PQA)** has reserved Funds for the procurement planned for FY **2026-27**. The **Port Qasim Authority (PSP Department) (Port Qasim Authority - PQA)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of "**REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT OF SEA-TO-STEEL (S2S) PROJECT AT IRON ORE & COAL BERTH (IOCB) PORT QASIM**" with the reference of " **P92854**"

2. The **Port Qasim Authority (PSP Department) (Port Qasim Authority - PQA)** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Bid Security Not Applicable** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/92854**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Friday, October 30, 2026 12:00 PM**. Proposals will be opened on the same day at **Friday, October 30, 2026 12:30 PM**. Manual submission of RFPs shall not

be entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. General Provisions

1. **Introduction**

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. 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 Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency 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 Data Sheet.

2. **Corrupt and Fraudulent Practices**

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

B. Preparation of Proposals

3. **General Considerations**

3.1. 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.

4. **Language**

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

Documents Comprising the Proposal

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

6. **Only One Proposal**

6.1. 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 in another Proposal. 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 **Data Sheet** and subject to regulatory instructions, if any.

7. **Proposal Validity**

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. 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.

7.3. If it is established that any Key Expert nominated in the Consultant's Proposal 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.

7.4. **Extension of Validity Period**

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

8. **Bid security/Bid Securing Declaration**

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severely responsible.

8.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. C**larification and Amendment of RFP**

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency 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:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal 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.

10. **Preparation of Proposals – Specific Considerations**

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) 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 Data Sheet.

10.1.3. 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 Data Sheet, and the Financial Proposal shall not exceed this budget.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. **Financial Proposal**

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

12. **Taxes**

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. 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 Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

13. **Currency of Proposal**

13.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. **Submission/withdrawal of Proposals**

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. **Opening of Proposal**

15.1. The Procuring Agency will open all Proposal though **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. **Evaluation of Technical Proposals**

16.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. 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 Data Sheet.

17. **Opening of Financial Proposals**

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date andtime for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0.**

18. **Correction of Errors**

18.1. 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.

18.2. The Procuring Agency’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 Procuring Agency’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.

19. **Conversion to Single Currency**

19.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

20. **Selection Technique**

20.1. **Quality and Cost Based Selection**

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 Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

20.2. **Fixed-Budget Selection (FBS)**

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

20.3. **Least-Cost Selection.**

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. **Negotiations**

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency'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 of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

22. **Availability of Key Experts**

22.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

23. **Award of Contract**

23.1. The Procuring Agency 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 Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. **Grievance Redressal Mechanism**

24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

25. **Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. **Environmental objectives**

26.1. As per Rule 4 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured

Bid Data Sheet

Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. General

1

1.1

Name of Procuring Agency: **Port Qasim Authority (PSP Department) (Port Qasim Authority - PQA)**

The subject of procurement is: **REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT OF SEA-TO-STEEL (S2S) PROJECT AT IRON ORE & COAL BERTH (IOCB) PORT QASIM**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P92854**

BDS Clause Number 2
ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, September 15, 2026

B. Preparation of Proposals

BDS Clause Number 3
ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4
ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 6
ITB Number 7.1

Proposals shall be valid until **180 Days**

BDS Clause Number 7
ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 8
ITB Number 10.2

The Consultant's Proposal must include the minimum Key Experts' time-input of _____person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 9
ITB Number 105

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

BDS Clause Number 10
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 11
ITB Number 7.6
Services and Their related documents:
See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 12
ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of:

BDS Clause Number 13
ITB Number 13.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 14
ITB Number 14.1

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Ground Floor Admin Building Bin Qasim Town, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Friday, October 30, 2026 12:00 PM**

BDS Clause Number 15
ITB Number 15.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Friday***

Date: ***Friday, October 30, 2026***

Time *:* ***12:30 PM***

BDS Clause Number 16
ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 18
ITB Number 21.5

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

G. Review of Procurement Decisions

BDS Clause Number 19
ITB Number 24.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

Bidder's Type	Required Registration
Partnership Firm	FBR (NTN)
Company (Private Limited)	SECP
Company (Public Limited)	PEC
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
Registered with Sindh Revenue Board (SRB) and be on Active Tax Payer List	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
80	20

Technical Marks	100
Passing Marks	**70**
Technical Evaluation Criteria	
Experience of Consultants as per enclosed criteria (Qualitative)(Doc Required) General Experience Planning, Designing and Establishment of Port Terminals Consultancy Services of Ship/Floating Production Storage and Offloading (FPSO) breaking/recycling, Ship Yard, Dock Yard Project **(30)**	30
Financial Soundness (Qualitative)(Doc Required) Average Working Capital for three Years as per audited financial statement Average Annual Turnover for three years as per audited financial **(10)**	10

Methodology (Qualitative)(Doc Required) Understanding of Objectives Methodology & Approach Innovativeness & Practicality Quality Assurance Plan & Work Plan **(10)**	10
Personnel (Qualitative)(Doc Required) Project Coordinator/ Project Management Engineer / Team Leader Transaction Advisor Expert Steel / Metallurgical Expert Ship repair / breaking Expert Industrial Infrastructure Expert Marine Expert Structural Engineer (Professional) Electrical Engineer Mechanical Engineer Financial Advisor Expert Legal Expert HSE Expert Procurement/ Contract Expert **(50)**	50

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT SEA-TO-STEEL (S2S) AT IRON ORE & COAL (IOCB) PORT QASIM	**Address:** Port Qasim Authority **Schedule:** 815 Days **Quantity:** 1/job **Quantity:** 1 job	1/job	1000000 PKR

Related Services :

No

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TORS (Terms of References)

Positions Without Lots :

Position: CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT SEA-TO-STEEL (S2S) AT IRON ORE & COAL (IOCB) PORT QASIM

TORs (Terms of Reference):

Port Qasim Authority (PQA) has received an Unsolicited Proposal for the “Sea-to-Steel (S2S)” Project and has separately invited bids for selection of a developer. The Consultant shall act as Independent Technical, Financial, Commercial and Legal Consultant to PQA during procurement and project implementation and shall safeguard PQA’s interests.

Part-I: Bid Evaluation & Finalization of Implementation Agreement — 03 Months

The Consultant shall:

i. Review and evaluate bids against the prescribed criteria, RFP requirements, applicable laws, international standards and best practices, covering technical, financial, commercial, legal, environmental and operational aspects.

ii. Verify bidders’ technical and financial capacity, financing arrangements, proposed technology, implementation methodology, safety/environmental systems and overall compliance, including seeking clarifications where required.

iii. Prepare Inception, Technical Evaluation, Financial Evaluation and Consolidated Evaluation Reports with recommendations for approval by the competent authorities.

iv. Assist PQA in negotiations with the preferred bidder, including contractual terms, risk allocation, financial parameters, performance obligations, guarantees and securities.

v. Prepare/finalize the Letter of Award, Letter of Acceptance and related contractual documents and assist PQA in obtaining requisite approvals up to execution of the Implementation Agreement and financial close.

vi. Assist in transition and handover arrangements and ensure that the final contractual structure adequately protects PQA's interests.

Part-II: Project Implementation — 24 Months

The Consultant shall provide technical, financial, commercial, legal, project management and contract administration services throughout development, construction, rehabilitation, testing and commissioning of the S2S Project at IOCB.

The Consultant shall:

i. Review and vet designs, engineering studies, ESIA/ESMF, geotechnical and marine studies, navigational assessments, HAZID/HAZOP/QRA, safety studies, ship recycling compliance, construction methodologies and O&M plans.

ii. Monitor compliance with the Implementation Agreement, applicable laws, SEPA requirements, environmental and safety regulations, maritime requirements and relevant international standards, including the Hong Kong Convention.

iii. Conduct regular site inspections and monitor quality, progress, construction methodologies, rehabilitation works and compliance with approved specifications and contractual milestones.

iv. Monitor environmental, navigational, operational and industrial safety risks, including interfaces with LNG terminals, marine traffic, ship recycling/repair and steel manufacturing activities.

v. Review project costs, variations and claims and advise PQA on contractual compliance and financial prudence.

vi. Facilitate coordination among PQA, the developer, Pakistan Steel Mills, regulators, lenders, investors and other stakeholders.

vii. Assist in testing, commissioning, performance/acceptance tests and verification of operational readiness prior to commercial operations.

viii. Submit periodic progress, risk and compliance reports and, upon completion, a Project Completion Report covering performance, contractual compliance, lessons learned and recommendations.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General Provisions

1. **Definitions**

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

1.1. "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

1.2. "**Applicable Law**" means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.

1.3. "**Consultant**" means an individual consultant or a consulting firm as the case may be;

1.4. "**Contractor's Personnel**" means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

1.5. "**Day**" means calendar day unless indicated otherwise.

1.6. "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

1.7. "**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.

1.8. "**Foreign Currency**" means any currency other than the Pakistani Rupees.

1.9. "**GCC**" means these General Conditions of Contract.

1.10. "**Government**" means the Government of Pakistan.

1.11. "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses 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 Procuring Agency for the performance of the Contract.

1.12. "**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.

1.13. "**Local Currency**" means the currency of Pakistan

1.14. "**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.

1.15. "**Party**" means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

1.16. Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**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.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. **Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency 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.

3. **Law Governing Contract**

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. **Language**

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

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 performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

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 Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

9. **Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.

10. **Fraud and Corruption**

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

B. Commencement, Completion, Modification and Termination of Contract

11. **Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency'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 twenty two (22) 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 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. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. **Force Majeure**

17.1. **Definition**

17.1.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’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.

17.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party 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.

17.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

17.2. **No Breach of Contract**

17.2.1. The failure of a Party 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 Party 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.

17.3. **Measures to be Taken**

17.3.1. A Party 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.

17.3.2. A Party affected by an event of Force Majeure shall notify the other Party 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.

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

17.3.4. 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 Procuring Agency, shall either:

17.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

17.3.4.2. 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.

17.3.5. 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 49& 50.

18. **Suspension**

18.1. The Procuring Agency 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**

19.1. This Contract may be terminated by either Party as per provisions set up below:

a) **By the Procuring Agency**

19.1.1. The Procuring Agency 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 Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) 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;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49

(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) days;

(e) If the Procuring Agency, 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. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

19.2. **By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) 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) days.

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the Procuring Agency 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 Procuring Agency of the Consultant's notice specifying such breach.

19.3. **Cessation of Rights and Obligations**

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 inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

19.4. **Cessation of Services**

19.4.1. 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 Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5. **e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;

(b) 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, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. **General**

20.1. **Standard of Performance**

20.1.1. 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 Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. 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 Procuring Agency

20.2. **Law Applicable to Services**

20.2.1. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21. **Conflict of Interests**

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1. **Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) 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 any such additional payment.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

21.1.2. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.2.1. 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.

21.1.3. **Prohibition of Conflicting Activities**

21.1.3.1. 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.

21.1.4. **Strict Duty to Disclose Conflicting Activities**

21.1.4.1. 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 their Procuring Agency, 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 Procuring Agency, 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 as determined under the Applicable Law.

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 Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency 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 in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. **Reporting Obligations**

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. **Proprietary Rights of the Procuring Agency 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 Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, 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 Procuring Agency.

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 Procuring Agency's prior written approval to such agreements, and the Procuring Agency 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.

28. **Equipment, Vehicles and Materials**

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

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency'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.

29. **Code of Conduct**

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. **Description of Key Experts**

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. **Replacement of Key Experts**

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. 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.

32. **Approval of Additional Key Experts**

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.
The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. **Removal of Experts or Sub-consultants**

33.1. If the Procuring Agency 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 Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. **Replacement/ Removal of Experts – Impact on Payments**

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. **Working Hours, Overtime, Leave, etc.**

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

37. **Access to Project Site**

37.1. The Procuring Agency 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. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. **Change in the Applicable Law Related to Taxes and Duties**

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. **Services, Facilities and Property of the Procuring Agency**

39.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. **Counterpart Personnel**

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. **Payment Obligation**

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. **Ceiling Amount**

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. **Remuneration and Reimbursable Expenses**

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. **Taxes and Duties**

44.1. 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.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. **Currency of Payment**

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. **Mode of Billing and Payment**

46.1. Billings and payments in respect of the Services shall be made as follows:
(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency 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 E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. **Interest on Delayed Payments**

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

48. **Good Faith**

48.1. 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

49. **Amicable Settlement**

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or 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 consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. 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 Procuring Agency shall pay the Service Provider any monies due the Service Provider.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: Port Qasim Authority (PSP Department) (Port Qasim Authority - PQA), Manager Ground Floor Admin Building Bin Qasim Town, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).

The Consultant Address:

The title of the subject procurement is:REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT OF SEA-TO-STEEL (S2S) PROJECT AT IRON ORE & COAL BERTH (IOCB) PORT QASIM

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A";Or

The Lead Member on behalf of the JV is _____ _____ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

The Authorized Representatives are:

For the Procuring Agency:

Port Qasim Authority (PSP Department) (Port Qasim Authority - PQA), Manager
Ground Floor Admin Building Bin Qasim Town, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).
+92-331-231-7221
manager.psp@pqa.gov.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state "N/A"]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert "N/A" or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be _____ *[insert time period, e.g.: four months]*.

Commencement of Services:

The number of days shall be_____ *[e.g.: ten]*.

Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

Expiration of Contract:

The time period shall be _____ *[insert time period, e.g.: twelve months]*.

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:

Consultant's Liabilities

At the time of Signing of Contract, the successful Consultant shall furnish the Performance Security equal to 10% of the Part-I consultancy cost (inclusive of all applicable duties/taxes) in the name of Port Qasim Authority, issued by minimum + /- AA rating commercial bank having branch located at Karachi, as per Performance Security Form given in this RFP upon signing of the contract.

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise

delete.]

Price adjustment on the remuneration …….. *[**insert* **"applies"** *or* **" does not apply"*]***

[If the Contract is less than 18 months, price adjustment does not apply.

If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

{or }

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{or }

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in the Procuring Agency's country for the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in the Procuring Agency's country for the month of the date of the Contract.

The currency of payment shall be the following: *PKR*

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder 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 Contract – 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**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. 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.

iv. 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 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**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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 Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

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 Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan 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, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P92854***

To: **Port Qasim Authority (PSP Department) (Port Qasim Authority - PQA), Manager Ground Floor Admin Building Bin Qasim Town, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid 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 or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the "Procuring Agency") 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 "Procuring Agency") and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

2. the Consultant, having represented to the Procuring Agency 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;

3. the Procuring Agency has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate:)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
  - Terms of Reference Appendix
  - Key Experts Appendix
  - Remuneration Cost Estimates Appendix)
  - Reimbursable Cost Estimates Appendix
  - Form of Advance Payments Guarantee

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 and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency 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 Procuring Agency 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 Procuring Agency]*

[Authorized Representative of the Procuring Agency – 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 a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Port Qasim Authority (PSP Department) (Port Qasim Authority - PQA), Manager Ground Floor Admin Building Bin Qasim Town, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

[address]

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT SEA-TO-STEEL (S2S) AT IRON ORE & COAL (IOCB) PORT QASIM

Please consider annexedRFP for prepration of Technical & Finacial Proposals related to the perspective consultancy services.

Information (Read-Only)

See Form Under Additional Forms and Documents: **REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT SEA-TO-STEEL (S2S) AT IRON ORE & COAL (IOCB) PORT QASIM** (page number: 66)

Minutes of Pre Bid Meeting

Information (Read-Only)

See Form Under Additional Forms and Documents: **Minutes of Pre Bid Meeting** (page number: 190)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

PORT QASIM AUTHORITY
MINISTRY OF MARITIME AFFAIRS
GOVERNMENT OF PAKISTAN

REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT OF SEA-TO-STEEL (S2S) PROJECT AT IRON ORE & COAL BERTH (IOCB) PORT QASIM

August 2026

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Section 1. Request for Proposal

PORT QASIM AUTHORITY

REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT OF SEA-TO-STEEL (S2S) PROJECT AT IRN ORE & COAL BERTH (IOCB), ATPORT QASIM

Date: ……..

1. This Invitation for submission of Proposals follows the Procurement Notice for this Project which appeared in [*insert media*] Issue No. [*insert the issue No*] dated [*insert dates of issue of PPN*]

2. The Port Qasim Authority now invites proposals to provide Consultancy Services ffor (1) Developing The World's First Class Green Ship Repair and Dismantling Yard on approximately 100 acres of PQA Land at Port Qasim, Karachi, Pakistan on Build-Operate-Transfer (BOT) Basis for a thirty (30) years Concession Period and (2) Rehabilitation, Renevation, Repair, Maintenance, Operation and Financing and if required Expansion of PQA's Iron Ore & Coal Berth (IOCB) under license of PQA at Port Qasim, Karachi, Pakistan for the duration of the above mentioned thirty (30) years Concession Period. More details on the services are provided in the Terms of Reference.

3. This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.

4. A firm will be selected under Quality Cum Cost Selection Method and procedures described in this RFP.

5. The RFP includes the following documents:

   Advertisement
   Section 1 – Request for Proposal (RFP)
   Section 2 - Instructions to Consultants and Data Sheet
   Section 3 - Technical Proposal (FTP) - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 – Eligible Countries
   Section 6 - Terms of Reference

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6. Please submit your proposal on the following address:

(PSP Department)
Ground Floor,Main Administration Building ,

Port Qasim Authority, Karachi.

Yours sincerely,

Secretary
Port Qasim Authority

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Section 2. Instructions to Consultants

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 laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time. c) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract. d) "Contract" means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). e) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. f) "Day" means a calendar day. g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). h) "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 Procuring Agency for the performance of the Contract. i) "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. j) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals. k) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants. l) "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. m) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. n) "RFP" means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP. o) "Services" means the work to be performed by the Consultant pursuant to the Contract. p) "SRFP" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP. q) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract. *r)* "TORs" (this Section 7 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 Procuring Agency and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. 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 Data Sheet. Attending any such pre-proposal conference is optional and is at the

	Consultants' expense. 2.3 The Procuring Agency 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 Data Sheet.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests 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 the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the 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) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency 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. 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) <u>Conflict among consulting assignments:</u> 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) <u>Relationship with the Procuring Agency's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, 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. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6. 5.2 In further pursuance of this Regulatory 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 Procuring Agency 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 Procuring Agency.
6.	6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project. 6.2 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 6.1 and 6.2 above:
a. Sanctions	6.3 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 **Data**

	Sheet.
b. Prohibitions	6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).
c. Restrictions for public employees	6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (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 (iii) their hiring would not create a conflict of interest.
B. Preparation of Proposals	
7. General Considerations	7.1 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.
8. Cost of Preparation of Proposal	8.1The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s)

	specified in the Data Sheet.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.
11. Only One Proposal	11.1 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 in another Proposal. 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 **Data Sheet** and subject to regulatory instructions, if any.
12. Proposal Validity	12.1Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency. 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 twenty-eight days more than the bid/proposal validity period. 12.2 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. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal 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	12.4 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

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	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. 12.5 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. 12.6 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	12.7 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 Procuring Agency 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. 12.8 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 Procuring Agency, such Proposal will be rejected.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services.
	12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.
	12.11Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.
	12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.
	12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the

	Successful Consultant, and furnishing the performance security.
	12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration: (a) if the Consultant withdraws its Proposal, except as provided in **ITC 12.6** or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: (i) sign the contract, or (ii) furnish the required performance security
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency 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 Procuring Agency 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, the Procuring Agency 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 Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals. 13.12 The Consultant who has already submitted the proposal prior to any 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.
14. Preparation of Proposals – Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: i. The Procuring Agency may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. ii. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) 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 **Data Sheet**. 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 **Data Sheet**, and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive. 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
a. Taxes	16.2 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 Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.
b. Currency of Proposal	16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price

	representing local cost shall be stated in the national currency.
c. Currency of Payment	16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals	17.1 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. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for 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. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**." 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a

	sealed envelope clearly marked "**FINANCIAL PROPOSAL**" 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**." 17.7 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** [insert the time and date of the submission deadline indicated in the Data Sheet]". 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.
Withdrawal of bids	17.10 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. 17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal. 17.12 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid 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. Confidentiality	18.1 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 Procuring Agency 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. 18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.
19. Opening of Proposal (Technical Proposals)	19.1 The Procuring Agency will open all Proposal, in public, in the presence of Consultant's or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings 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. 19.2 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 permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening. 19.3 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. 19.4 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. 19.5 The Procuring Agency'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 Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC. 19.6 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country 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 **Data Sheet**.
20. Proposals Evaluation	20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. 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 **Data Sheet**.
22. Financial Proposals for QBS	22.1 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. 22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other

	Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed, the Procuring Agency 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. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice. 23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation 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.
24. Correction of Errors	24.1 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 Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Procuring Agency'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 Procuring Agency'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.
25. Taxes	25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in accordance with the instructions in the **Data Sheet**.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 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 Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection	27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the 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	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Procuring Agency shall prepare minutes of

		negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.
a. Availability of Key Experts	28.3	The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.
	28.4	Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	28.5	The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency'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 of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial Negotiations	28.6	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.
29. Conclusion of Negotiations	29.1	The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative.
	29.2	If the negotiations fail, the Procuring Agency 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 Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so;

	and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.
30. Award of Contract	30. Subject to ITC 29, the Procuring Agency 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.
31. Grievance Redressal Mechanism	31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person 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. 31.2 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 Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline. 31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report. 31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. 31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection

	on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted. 31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt. 31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021". 31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal. 31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. 31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal. 31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.
32. Mechanism of Blacklisting	32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the bid securing declaration; 32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a

	request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies. 32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice 32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed. 32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing. 32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed. 32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing. 32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority. 32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the

	procuring agency. 32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition. 32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit. 32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Section 3. Proposal Data Sheet

A. General	
ITC Clause Reference	
1.1	c) **Consultant means** a legally-established professional consulting firm or an entity that may provide or provides the Engineering Consultancy Services (technical, financial & legal aspects) to the Procuring Agency under the Contract.
2.1	**Name of the Procuring Agency:** Port Qasim Authority (PQA) **Method of selection**: Quality cum Cost Based Selection.
2.1	**Procuring Agency / Port Qasim Authority intend to select a Consultancy out of all eligible Consultants in accordance with the specified selection method.** **Technical Proposal & Financial Proposal to be submitted as per the Single Stage Two Envelope Bidding Procedure** **The name of the assignment is**: Request for Proposal (RFP) for Request For Consultancy Services For Establishment, Operation And Management of Sea-to Steel (S2S) Project at IOCB, at Port Qasim
2.2	**A pre-proposal conference/meeting will be held**: Yes The name(s) and address(es) of the Official(s) is (are): **Director (PSP)** Ground Floor, Administration Block, Head Office Building Port Qasim Authority, Karachi. Tel # (021) 99272201 Fax # (021) 34730108 e-mail: pqapsp@gmail.com Date, Time and Venue for Pre-Proposal Conference: **Date: As per advertisement** **Time: As per advertisement** **Venue: As per advertisement**
2.3	PQA will provide the Consultants all the existing data, information, studies and reports available with PQA.

6.3	**A list of debarred firms and individuals is available at the PPRA website***:* https://ppra.org.pk/
B. Preparation of Proposals	
9.1	**The language of the Bid:** English
10.1	**The Proposal shall comprise the following**: **FULL TECHNICAL PROPOSAL (FTP); Section-3:** **1st Inner Envelope with the Technical Proposal:** (1) Power of Attorney to sign the Proposal (2) TECH-1(Technical proposal submission form) (3) TECH-2 (Consultants organization & Experience) (4) TECH-3 (Comments & suggestions on the terms of reference, counterpart staff, and facilities to be provided by the procuring agency) (5) TECH-4 (Description of approach, methodology, and work plan in responding to the terms of reference) (6) TECH-5 (Work Schedule and planning for deliverables) (7) TECH-6 (Team Composition, assignment, and Key Experts inputs & CVs) (8) TECH-7 Proposal Security Rs. One Million (Form is available in the RFP) (9) TECH-8 Summarized position of Financial Information (Form is available in the RFP) (10) TECH-9 Declaration of Beneficial Ownership Information **Financial Proposal** (1) FIN-1 (Financial Proposal submission form) (2) FIN-2 (Summary of Costs) (3) FIN-3 (Breakdown of Remuneration) (4) FIN-4 (Breakdown of Reimbursable expenses- (Not Applicable) (5) Statement of Undertaking (Integrity Pact)
10.1	**Statement of Undertaking is required:** Yes, refer serial no.5 of Financial Proposal (Integrity Pact)
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible.
12.1	**Proposals shall be valid until:** 180 days. The Consultant shall provide a Proposal Security amounting to Rs.1,000,000/- (One Million) in the name of Port Qasim Authority, issued by minimum + /- AA rating commercial bank having branch located at Karachi, as per Proposal Security Form given in this RFP along with the Technical Proposal. The proposal securing instrument shall have the validity twenty-eight days more than the bid/proposal validity period.

12.9	The Consultant shall not subcontract the whole of the Services. Sub-Consultants will not be considered for evaluation criteria purpose except for Finance/Economic Expert, Marine Expert, Soil/Geo-tech Expert and Legal Expert.
12.13	The successful Consultant shall furnish the Performance Security equal to 10% of the Part-I consultancy cost (inclusive of all applicable duties/taxes) in the name of Port Qasim Authority, issued by minimum + /- AA rating commercial bank having branch located at Karachi, as per Performance Security Form given in this RFP upon signing of the contract. The successful Consultant's bid/Proposal Security will be discharged upon furnishing the performance security and the signing the contract with the Successful Consultant.
13.1	**Clarifications may be requested no later than twenty (20) days prior to the submission deadline.** **The amendments in the RFP if any will be informed as per PPRA rules.** The contact information for requesting clarifications is: **Director (PSP)** Ground Floor , Administration Block, Head Office Building Port Qasim Authority, Karachi. Tel # (021) 99272201 Fax # (021) 34730108 e-mail: pqapsp@gmail.com
14.1.1 for time-based contracts only	Estimated input of Key Experts' time-input: 15 person-months (Part-I Services) and 20 person-months (Part-II Services) as per this RFP. This estimate is indicative and the proposal shall be based on consultant's own estimate for the same. The consultant shall include in its Proposal atleast the same time input (in the same unit as indicated above) of Key-Experts, failing which the Financial proposal will be adjusted for the purpose of comparison of Proposals and decision of award in accordance with procedure in the RFP. **Notes:-** The consultant is required to work out the actual time input in person month of each Key Expert to perform the services mentioned under title Scope of Services Part-I&II (Refer Section-7) complete in all respect and produce reports as given in the Section-7. For the evaluation and comparison of Proposals only: The Proposal contains minimum time-input if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key

	Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.
14.1.3 (do not use for Fixed Budget method)	**Not applicable**
15.2	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1 **16.1.1**	The Consultant is required to work out the financial implication of providing the services of non-Key Experts and following items separately and make lump sum provision in the Financial Forms as part of the total financial remunerations of the consultants including Key Experts as given in the 14.1.1. However, no reimbursable cost shall be made in this regard including but not limited to the following: (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Procuring Agency; (7) other allowances where applicable and provisional or fixed sums (if any)] **Note: -** The Consultant payment shall be made as per the payment schedule presented in the below mentioned: -

Payment Schedule of Services.

PART-I SERVICES (Bids Evaluation and Finalization of Project Agreement 03 months)

S. No	Task	% Payment	Pak Rupees
1.	Submission and acceptance of Inception Report, methodology, evaluation framework and work plan after commencement of assignment	10%	
2.	Completion of Technical, Financial, Commercial and Legal Due Diligence of all qualified bidders and submission of Draft Evaluation Report	20%	
3.	Submission and acceptance of Final Evaluation Report identifying the Most Advantageous Bidder and recommendations for approval by PQA	25%	
4.	Preparation and finalization of Draft Letter of Award (LOA).	10%	
5.	Successful completion of negotiations with preferred bidder and submission of Negotiation Report, Implementation Agreement and finalized transaction documents	10%	
6.	Obtaining approvals from PQA Board / Ministry of Maritime Affairs / GoP.	10%	
7.	Finalization & signing of Implementation Agreement.	15%	
Total		**100%**	Quoted amount by Consultant
Part II Services			
8.	Supervision during construction period till issuance of successful completion certificate.	To be finalized under tripartite agreement among PQA, Consultant & Successful Operator	

NOTE#1: No extra payment shall be made for any repeat activity such as implementation agreement, evaluation report, negotiation and activities mentioned in above table as the Project is on BOT basis subject to response from the bidder,

	success of negotiations and approval from Government. NOTE#2: Advance payment of 10% of Part-I Consultancy cost against Bank Guarantee shall be deducted in equal four (04) installments from consultant invoices from the first four milestone payments. The last payment shall be as per schedule of payment. Bank guarantee against the advance payment shall be returned to consultant subject to deduction of all the advance paid amounts. NOTE#3: The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments. NOTE#4: The Part-I Services fee to the Consultants shall be initially paid by PQA and same fee shall be reimbursed/refunded from the successful developer. Consultant will add this provision in the pre-qualification/ project guidelines to be issued to the developers. PART-II SERVICES (Project Implementation Stage 24 months) Project Implementation Stage divided in equal monthly installments for the construction period of 24 months shall be paid to the Consultant for the services. For rendering Part-II services in the Project Implementation Stage, the consultant shall be paid directly by the Sponsor of the Project under a Tripartite Agreement between the Procuring Agency, Sponsor and Consultant.
16.2	"**Information on the Consultant's tax obligations :** The Consultant is responsible for all tax liabilities (Federal and Provincial) taxes / levies / duties etc. as per prevalent laws of Pakistan. It is for the consultant to ascertain the applicable taxes/duties in Pakistan.
16.3	**The Financial Proposal shall be stated in the following currencies:** Consultant shall express the price for their Services in Pakistani Rupee. It is for the Consultant to ascertain the applicable taxes and duties in Pakistan.
16.4	**Currency of Payment :** Consultancy fee payment shall be made in Pakistani Rupees.
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.

17.1.1	1. Local technical firm(s) must be registered with the Pakistan Engineering Council (PEC) in the Major Discipline under relevant categories and submit duly valid certificate from PEC having relevant Project Profile Codes. Further the local Firms must also be registered with at the time of submission of bid with Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB). 2. The s Foreign based Consultants subsequent to the issuance of Letter of Intent (LOI) will also be required to get registered as above with Pakistan Engineering Council (PEC), Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) 3. Joint Venture Agreement as per clause 17.2.2 below. 4. Three years audited financial statement must be provided.
17.2.2	The local consultant firm may enter into a Joint Venture Agreement with a foreign/local partner firms having financial, technical & legal expertise. The technical firm/partner must be registered with Pakistan Engineering Council (PEC) as required under this document. The Joint Venture Agreement will be submitted with the bid. The member of the Joint Venture Agreement will only be taken in to consideration for evaluation criteria purposes and sub-consultants will not be considered for evaluation criteria purpose. However, all key persons should be employees of the local/ foreign as per RFP. A participating firm may not associate with another participating firm.
17.4	**The Consultant must submit:** **Technical Proposal:** **One Original and Two copies with USB** (soft form of complete Technical Proposal in PDF Form) in sealed envelope. **Financial Proposal:** **One Original with USB** (soft form of complete Financial Proposal in PDF as well as MS Word/ Excel Forms) in sealed envelope.
17.7	**The Proposals must be submitted no later than:** **Date: As per advertisement** **Time: As per advertisement** **The Proposal submission address is: As per advertisement**
19.4	**An online option of the opening of the Technical Proposals is offered:** No
19.5	**In addition, the following information will be read aloud at the opening of the Technical Proposals** : Not applicable

21.1 (for FTP)	**Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposal:** **<u>Category-A</u>** **Experience** **Max. Point 30** (i) <u>General Experience of Consultants:</u> Maximum 05 Points Successful Planning and its implementation of Project / Assignment involving PPP/BOT/BOOT or on other basis projects, including preparation of bidding documents (RFP) and concession agreements, having minimum project worth Rs. 1 Billion (Completed) a) Experience of 01 project / assignment of similar nature & magnitude 03 points b) For additional project / assignment of similar nature & magnitude 02 points (ii) <u>Planning, Designing and Establishment of Port Terminals</u> Maximum 12.5 points Successful completion of Planning, Designing and Establishment of Port Terminals **/ marine infrastructure / bulk cargo handling facilities** having minimum worth Rs. 02 Billion (Completed) a) Experience on similar 01 projects of similar nature & magnitude 7.5 points b) For additional project of the similar nature & magnitude 05 points (iii) <u>Consultancy Services of Ship/Floating Production Storage and Offloading (FPSO) breaking/recycling, Ship Yard, Dock Yard Project:</u> Maximum 12.5 points Successful completion of Ship/ <u>Floating Production Storage and Offloading</u> (FPSO) breaking/recycling, Ship Yard, Dock Yard, having minimum worth Rs. 02 Billion (Completed) a) Experience on similar 01 projects of similar nature & magnitude 7.5 points b) For additional project of the similar nature & magnitude 05 points

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Note : The Consultant has to provide the documentary evidence of the completed project containing the services rendered complete in all respect.

Category-B

Financial Soundness **Max. Points 10**

Based upon last three years audited statements/accounts

a) Average Working Capital for three Years as per audited financial statement: Max. points 7.5

- Rs.100 Million Points 05
- For additional each Rs. 10.00 Million Point 0.5

b) Average Annual Turnover for three years as per audited financial statement: Max. points 2.5

- Rs.300 Million Points 1.5
- For additional each Rs.25.00 Million Points 0.5

Category-C **Methodology** **Max.points 10**

Understanding of Objectives Points 02

Methodology & Approach (including BOT structuring, USP handling, considering close proximity of LNG/Oil terminals screening approach)

Points 03

Innovativeness & Practicality Points 02

Quality Assurance Plan & Work Plan Points 03

Category-D: **Personnel** **Maximum 50 Points**

Qualification & Experience of Consultant's Key Personnel proposed for the Project Services against Part-I.

Key Expert **Max 50 Points**

S.No.	Key Expert	Qualification & Experience	Points
i.	Project Coordinator/ Project Management Engineer / Team Leader	Master's in Engineering or equivalent with 15 years post-qualification experience, including large-scale industrial/PPP/BOT project structuring and execution	05
ii.	Transaction Advisor Expert	CFA/FCA/FCMA / Master's in Engineering/ Master's in Law with 15 years experience in transaction structuring, PPP/BOT models, financial modeling, project implementation and closure, preferably in heavy industry/steel sector	05
iii.	Steel / Metallurgical Expert	BE/BSc in Metallurgical / Mechanical / Materials Engineering with 15 years experience in steel manufacturing (DRI, Blast Furnace, EAF, Rolling Mills) including plant operations & technology selection	04
iv.	Ship repair / breaking Expert	BE/BSc in Mechanical / Marine / Naval Architecture Engineering with 15 years in ship repair, breaking & green recycling.	04
v.	Industrial Infrastructure Expert	BE/BSc in Civil/Industrial Engineering with 15 years experience in development of large-scale industrial zones, utilities, and infrastructure integration	03
vi.	Marine Expert	Ex-Master Mariner / Marine Engineer with 15 years experience in port operations, bulk cargo handling (iron ore, coal, steel products), LNG/Oil handling, and marine logistics integration. SIGTTO PIANC familiarization.	05
vii.	Structural Engineer (Professional)	MSc (Civil/Structural) with 15 years experience, including design of heavy industrial structures, foundations for steel plants, and port-related infrastructure	03
viii.	Electrical Engineer	BE (Electrical) with 12 years experience in large industrial plants, including power distribution, substations, and integration with national grid	03
ix.	Mechanical Engineer	BE (Mechanical) with 12 years experience in steel plants / heavy industrial machinery,	

		including material handling systems	03
x.	Financial Advisor Expert	CFA/FCA/FCMA or equivalent qualification with 20 years post qualification experience in understanding of business valuation, financial modeling, valuation techniques, investment analysis and making Financial / Commercial Feasibilities, Financial Models, determination of Tariffs etc..	05
xi.	Legal Expert	LLB/LLM with 15 years experience, including PPP/BOT agreements, concession agreements, and international investment frameworks	04
xii.	HSE Expert	BE/BSc (Environmental) with 12–15 years experience in industrial EIA/IEE, steel plants compliance, and HSE implementation	03
xiii.	Procurement/ Contract Expert	BE/BSc/LLB/MBA or equivalent with 15 years post qualification experience in procurement or contract management.	03

NOTE #1:- Fifty percent (50%) points will be awarded against qualification and fifty percent (50%) will be awarded against experience of each individual in Category D above.

NOTE #2 :- with reference to Clauses-3.3(i) and (iii) all above mentioned key personnel should be employees of local or foreign firms for at least six months prior to submission of tender.

NOTE #3:- Sub-Consultants will not be considered for evaluation criteria purposes.

NOTE #4:- Part II Services staff shall not be considered for evaluation purposes, however, CV's of the candidates possess the above requirement must be attached with Technical Proposal. The changes in Part II Services staff will be subject to approval of PQA.

5.5 The weightages given to the Technical and Financial Proposals are:-

Technical : 80%
Financial : 20%

6.2 Negotiation will be done as per PPRA Rule 10 "Procurement of Consultancy Services, Regulations, 2010

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

Total points for the four category*:* **100**

…….....

The minimum technical score (St) required to pass is: Aggregate 70 points.

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

Category	Points	
	Maximum	**Minimum Acceptable**
A. Experience	30	20
B. Financial Soundness	10	05
C. Methodology,	10	05
D. Personnel	50	40

Note: In order to qualify, applicants must receive not less than the specified minimum acceptable points for each category and aggregate 70 points.

23.1 — **An online option of the opening of the Financial Proposals is offered:** No

25.1 — The Consultant is responsible for all tax liabilities (Federal and Provincial) taxes / levies / duties etc. as per prevalent laws of Pakistan. However, in the financial proposal consultant shall mention the consultancy cost and duties/taxes separately. The evaluation of the Consultant's Financial Proposal shall be made inclusive of duties/taxes.

27.1 (QCBS only) — **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

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

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 80%
P = 20%

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

27.2 use for Fixed Budget — **Not applicable**

method	
D. Negotiations and Award	
28.1	**Expected date and address for contract negotiations:** To be informed.
28.4.1	Substitution of Key Experts during the period of consultancy services due solely to circumstances outside the reasonable control of and not foreseeable by Consultant may be considered at discretion of Procuring Agency subject however to provision of Key Expert(s) having equivalent or better qualifications and experience than the original Key Expert.
30.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: Website Address: https://www.pqa.gov.pk/ The publication will be done within 21 (Twenty one) days after the contract signing.
30.2	Expected date for the commencement of the Services: To be informed.

Section 4. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP (√)	FORM	DESCRIPTION	*Page Limit*
FTP			
√	TECH-1	Technical Proposal Submission Form.	As per format
"√ " If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
√	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√	TECH-2	Consultant's Organization and Experience.	
√	TECH-2A	A. Consultant's Organization	5
√	TECH-2B	B. Consultant's Experience	3
√	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency.	
√	TECH-3A	A. On the Terms of Reference	3
√	TECH-3B	B. On the Counterpart Staff and Facilities	1
√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	Upto 50
√	TECH-5	Work Schedule and Planning for Deliverables	As given below
√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	max 10 pages each Cv.
√	TECH-7	Proposal Security Form	As per format
√	TECH-8	Summarized Position of Financial Information	As per format
√	TECH-9	Declaration of Beneficial Ownership Information	As per format

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

NOTE:- The page limit given here is indicative and consultant may add further sheets to demonstrate the requisite proposal duly supported with documentary evidence as per convenience.

FORM TECH-1

TECHNICAL 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 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, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" *or, if only a Technical Proposal is invited* "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.*"].*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

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) *[Note to Procuring Agency: 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.

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 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 or JV's name):
In the capacity of: _____

Address: _____
Contact information (phone and e-mail): _____

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

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FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-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. In the case of a joint venture, information on similar assignments shall be provided for each partner. 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 **20** 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}

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

The Client shall make available the following Services and Facilities:

Services and Facilities of the Client

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

(a) The Client shall provide all required draft reports / studies available / or facilitate in getting such reports.

(b) Any other areas where Client shall be needed to provide required facilities and coordination of staff and also facilitate in getting permission/ entry passes etc.

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-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.

{Suggested structure of your Technical Proposal (in FTP format):

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 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 Plant or Works and for other consulting services where the social risks are substantial or high]:*** "*(*including on 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.}

b) ***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.}

c) ***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.}

FORM TECH-5

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: Report A												
	1) data collection												
	2) drafting												
	3) inception 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.

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)											Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...					Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[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															
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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

FORM TECH-6
(CONTINUED)

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	
Years with firm	

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. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

_____

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

_____

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

FORM TECH-7
Proposal Security Form

To:

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 *[name and/or description of the consultancy services]* (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 *[name of PA]* (hereinafter called "the Procuring Agency") in the sum of Rs.*1,000,000/- (One million)* 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 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]

Dated on …… day of …….. 20 …….

FORM ECH-8

Summarized position of Financial Information

PKR Millions

Sr.#	Item	Year 1	Year 2	Year 3	Total	03 years Average
1	Turnover					
2	Current Assets					
3	Current Liabilities					
4	Working Capital (2-3) above					
5	Net Worth					
6	Paid up capital/Equity					
7	Non Current Liabilities					

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM TECH-09

Declaration of Beneficial Ownership Information

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
		Total number of shares taken (in figures and words)					

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature
(Person authorized to issue notice on behalf of the company)

Section 5. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QCBS method

FIN-4 Reimbursable expenses

The Consultant should quote (inclusive of all taxes and duties) separately for:-

Bids Evaluation and Finalization of Project Agreement 03 months

Sr.#	Description of Services	PKR
1	Part-I Services	

2. Implementation Stage <u>24 months</u>

Sr.#	Description of Services	PKR
1	Part-II Services	

Total Quoted Part-I Services & Part-II Services = Rs._____

(Rs. _____only)
(in words)

Note#1: It is for the Consultant to conduct due diligence for the purposes of applicable taxes/duties as per prevalent laws.

Note#2: The Consultant is responsible for all tax liabilities (Federal and Provincial) taxes / levies / duties etc. as per prevalent laws of Pakistan. However, in the financial proposal Consultant shall keep the consultancy cost and duties/taxes separately. The evaluation of the Consultant's Financial Proposal shall be made inclusive of duties/taxes.

Note#3: Payment shall be made in Pakistan Rupees.

Note#4: The quoted sums should be unconditional and in case any condition is attached to the quoted sum the bid will be liable to be rejected.

Note#5: The bid quoted by the Consultant will be inclusive of all Federal, Provincial (inclusive of Sindh Revenue Board) and Local duties, taxes, cess, fees etc.as per applicable rules in Pakistan.

NOTE#6: The Part-I Services fee to the Consultant shall be initially paid by PQA and same fee shall be reimbursed/ refunded from the developer. Consultant will add this provision in the pre-qualification/ project guidelines to be issued to the developers.

Note#7: The Consultant Fees for Part-II (Implementation Stage) shall be paid by the Project Developer under a tripartite agreement to be executed between PQA, Project Developer and the Consultant.

Note#8: All payments to the Consultant are subject to deduction of Withholding Sales Tax on Services and Withholding Income Tax Laws as applicable in Pakistan.

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FORM FIN-1
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, during negotiations. {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."}

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}

The Consultant should quote (inclusive of all taxes and duties) separately for:-

1. Bids Evaluation and Finalization of Project Agreement 03 months

Sr.#	Description of Services	PKR
1	Part-I Services	

2. Implementation Stage 24 months

Sr.#	Description of Services	PKR
1	Part-II Services	

Total Quoted Part-I Services & Part-II Services = Rs._____

(Rs. _____only)
(in words)

Note#1: It is for the Consultant to conduct due diligence for the purposes of applicable taxes/duties as per prevalent laws.

Note#2: The Consultant is responsible for all tax liabilities (Federal and Provincial) taxes / levies / duties etc. as per prevalent laws of Pakistan. However, in the financial proposal Consultant shall keep the consultancy cost and duties/taxes separately. The evaluation of the Consultant's Financial Proposal shall be made inclusive of duties/taxes.

Note#3: Payment shall be made in Pakistan Rupees.

Note#4: The quoted sums should be unconditional and in case any condition is attached to the quoted sum the bid will be liable to be rejected.

Note#5: The bid quoted by the Consultant will be inclusive of all Federal, Provincial (inclusive of Sindh Revenue Board) and Local duties, taxes, cess, fees etc.as per applicable rules in Pakistan.

NOTE#6: The Part-I Services fee to the Consultant shall be initially paid by PQA and same fee shall be reimbursed/ refunded from the developer. Consultant will add this provision in the pre-qualification/ project guidelines to be issued to the developers.

Note#7: The Consultant Fees for Part-II (Implementation Stage) shall be paid by the Project Developer under a tripartite agreement to be executed between PQA, Project Developer and the Consultant.

Note#8: All payments to the Consultant are subject to deduction of Withholding Sales Tax on Services and Withholding Income Tax Laws as applicable in Pakistan.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form FIN-2 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).

FORM FIN-3 BREAKDOWN of Remuneration

A. Remuneration _____

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

Sample Form

Consultant: Country:
Assignment: Date:

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: _____

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

(Expressed in Pakistani Rupee)

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

FORM FIN-4 BREAKDOWN of Reimbursable Expenses

B. Reimbursable Expenses

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
__	{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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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Statement of Undertaking (Integrity Pact)

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

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Section 6. Eligible Countries

All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants 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), information can be accessed through following link:

https://visa.nadra.gov.pk/business-visa-list-bvl/

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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Section 7. Terms of Reference

1. Introduction

1.1 Port Qasim Authority (PQA), established under PQA Act, 1973, functions as a landlord port facilitating private sector participation under BOT/BOO arrangements for development of port infrastructure.

1.2 PQA intends to develop an Integrated Sea-to-Steel (S2S) Project at Iron Ore & Coal Berth (IOCB) comprising a Green Ship Recycling Yard, Ship Repair Facility, and Green Steel Plant (Electric Arc Furnace based) along with associated maritime-industrial infrastructure. The project aims to transform IOCB into a **circular maritime-industrial hub**, enhancing port capacity , industrial output, and value addition within Pakistan.

2. Background

2.1 The Iron Ore & Coal Berth (IOCB) was originally developed to handle bulk cargo; however, the facility is currently unutilized and requires rehabilitation, modernization, and repurposing**.**

2.2 A proponent has submitted an Unsolicited Proposal (USP) which has been accepted by PQA Board for development of an integrated Sea-to-Steel project including:

- Green ship recycling & dismantling yard
- Ship repair facility
- 1 MTPA Electric Arc Furnace (EAF) green steel plant
- Supporting industrial and logistics infrastructure

2.3 PQA has issued a Provisional Consent Letter (PCL) to facilitate further processing of the proposal, subject to compliance with applicable laws, rules, and competitive procurement process.

2.4 In line with PPRA Rules (including Rule 37A for USP), PQA intends to undertake a transparent competitive bidding process**,** incorporating the USP inputs where appropriate.

3. Objectives

3.1 To appoint a Consultant for structuring and executing the transaction of the Sea-to-Steel Project on BOT basis.

3.2 Key objectives include:

- Rehabilitation and optimal utilization of IOCB.
- Establishment of green, environmentally compliant ship recycling facility

- Development of value-added steel production ecosystem
- Attraction of foreign direct investment (FDI)
- Ensuring environmental, social, and regulatory compliance
- Maximization of revenue streams for PQA

4. Brief Project Description.

The project comprises development of "Sea-to Steel" including:

- Ship recycling & dismantling yard (environmentally compliant)
- Ship repair & maintenance facility
- Electric Arc Furnace (EAF)-based steel plant (~1 MTPA)
- Material recovery, scrap processing & logistics system
- Associated marine, onshore, and utility infrastructure

4.2 The project includes:

- Rehabilitation of existing IOCB marine structures
- Development of new berthing, dismantling platforms, and yards
- Integration with Pakistan Steel Mills (PSM) / downstream industry

4.3 The concession shall be offered on BOT basis with clearly defined:

- Concession period
- Revenue/royalty mechanism
- Investment obligations
- Performance benchmarks

5. Scope of Services

Port Qasim Authority is in receipt of an Unsolicited Proposal of "Sea-to-Steel" Project.

I. The PQA under a separate solicitation has invited Bids for pre-qualification, technical and financial proposals for selection of developers for "Sea to Steel" Project.

The Engineering Consultancy Firm shall act as Independent Technical, Financial, Commercial and Legal Consultants to Port Qasim Authority (PQA) throughout the procurement process and shall safeguard the interests of PQA during evaluation, negotiations and finalization of Implementation Agreements. The scope of consultancy services for carrying out the Assignment shall include, but not be limited to, the following services:

Part-I Services Bids Evaluation and Finalization of Implementation Agreement (03 months period)

i. The Consultant shall undertake a comprehensive review and evaluation of all proposals submitted by the prospective bidders in response to the EoI/RFP and shall assess the technical, financial, commercial, legal, environmental, operational and implementation aspects of the proposals in accordance with the prescribed evaluation criteria and applicable international standards and industry best practices.

ii. The Consultant shall verify the bidders' technical capabilities, financial strength, project financing arrangements, implementation methodologies, proposed technologies, environmental and safety management systems, operational plans and compliance with the requirements of the RFP and applicable laws and regulations. Wherever required, the Consultant shall seek clarifications from bidders, review revised submissions and advise PQA on all matters relating to bid responsiveness and compliance.

iii. The Consultant shall prepare and submit an Inception Report, Technical Evaluation Report, Financial Evaluation Report and a consolidated Evaluation Report identifying the most advantageous proposal along with detailed recommendations for consideration and approval by PQA Management, the Board Committee, PQA Board, Ministry of Maritime Affairs and Government of Pakistan, as applicable.

iv. The Consultant shall also assist PQA in conducting technical, commercial, financial and contractual negotiations with the preferred bidder, including review and refinement of contractual terms, risk allocation mechanisms, implementation obligations, performance standards, financial parameters, guarantees and security arrangements.

v. The Consultant shall prepare and finalize the Letter of Award (LoA), Letter of Acceptance and all ancillary contractual documentation in line with the Implementation Agreement and the RFP requirements.

vi. The Consultant shall further assist PQA in obtaining all requisite approvals from relevant authorities and provide transaction advisory support up to execution of the Implementation Agreement and achievement of financial close. The Consultant shall ensure that the final contractual framework adequately protects the interests of PQA and provides a balanced and bankable structure for successful implementation of the Project.

vii. To assist in the smooth transition and handover process, including alignment of contractual, operational and regulatory requirements.

Part-II Services **Project Implementation Stage (24 months period)**

The Scope of Project Implementation shall be carried out by the Consultant to ensure efficient, timely and compliant development of the Sea-to-Steel (S2S) Project at Iron Ore &

Coal Berth (IOCB), Port Qasim. The Consultant shall remain engaged throughout the implementation phase to safeguard the interests of PQA and to ensure that the Project is executed in accordance with the Implementation Agreement, applicable laws, and international standards and best practices.

The Consultant shall monitor overall project progress and provide contract administration, project management, coordination and advisory services throughout the development, construction, rehabilitation, testing and commissioning stages of the Project. The scope shall include, but is not limited to, the following:

i. The Consultant shall undertake a detailed review and vetting of all studies, reports, designs, engineering submissions and technical documentation prepared by the successful bidder, including but not limited to detailed engineering designs, Environmental and Social Impact Assessments (ESIA), Environmental and Social Management Frameworks (ESMF), geotechnical investigations, hydrographic and marine studies, navigational assessments, HAZID, HAZOP, Quantitative Risk Assessments (QRA), safety studies, ship recycling compliance plans, construction methodologies, operation and maintenance plans and all other technical submissions required under the Project.

ii. The Consultant shall ensure that all such submissions are technically sound, compliant with applicable laws and regulations and consistent with international best practices, including the requirements of the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships and other relevant international standards.

iii. a) The Consultant shall provide continuous oversight of environmental, operational, navigational and industrial safety aspects of the Project and ensure that all risks associated with the proposed development, including those arising from adjacent LNG terminals, marine traffic, turning basin operations, ship recycling activities and steel manufacturing operations, are adequately addressed by the successful bidder.

b) The Consultant shall monitor compliance with environmental regulations, occupational health and safety requirements, maritime regulations, SEPA requirements, international conventions and all applicable statutory obligations throughout the implementation and operational readiness phases.

c) The Consultant shall carry out regular site inspections and quality assurance reviews covering rehabilitation of IOCB facilities, development of ship recycling and ship repair facilities, construction of the steel plant and all associated marine, civil, mechanical, electrical and infrastructure works.

d) The Consultant shall review construction methodologies, monitor quality control procedures, verify compliance with approved specifications, review progress against contractual milestones and identify delays, risks or deficiencies requiring corrective action.

e) The Consultant shall also review and verify project costs, rehabilitation expenditures, variations and claims, and provide recommendations to PQA regarding contractual compliance and financial prudence.

f) The Consultant shall facilitate coordination among PQA, the successful bidder, Pakistan Steel Mills, technical advisors, regulatory authorities, lenders, investors and other stakeholders to ensure effective interface management and smooth implementation of the Project.

g) The Consultant shall further assist PQA in review and approval of testing and commissioning procedures, witnessing performance and acceptance tests, verification of operational readiness and certification of compliance with contractual requirements prior to commencement of commercial operations.

h) Throughout the implementation period, the Consultant shall prepare and submit periodic progress reports, risk assessment reports, compliance reports and management briefs highlighting project status, key achievements, emerging risks, corrective actions and recommendations.

i) Upon completion of the Project, the Consultant shall prepare a comprehensive Project Completion Report evaluating implementation performance, compliance with contractual obligations, lessons learned and recommendations for future improvements.

This scope is intended to provide a robust framework for the Consultant to support the successful implementation of the Sea-to-Steel Project and to ensure that it contributes effectively to the economic and industrial development objectives of Pakistan.

Key Experts for Par-II Services:

Sr. No.	Position / Expert	Indicative Role
1	Project Director / Team Leader	Overall coordination, contract administration, stakeholder management and reporting to PQA.
2	Resident Engineer / Project Manager	Day-to-day supervision and coordination of implementation activities.
3	Marine/Port Engineer	Supervision of marine works, jetty rehabilitation, berthing facilities and dredging-related activities.
4	Structural Engineer	Review and supervision of structural rehabilitation and construction works.

5	Ship Recycling / Shipyard Expert	Oversight of ship recycling yard development and compliance with international practices.
6	Mechanical/Industrial Engineer	Review of industrial plant installations, machinery and utilities systems.
7	Electrical Engineer	Review and supervision of electrical systems, substations and power infrastructure.
8	Environmental Specialist	Monitoring compliance with environmental laws, EIA requirements and ESMF implementation.
9	HSE/Safety Expert	Monitoring occupational health, industrial safety, hazardous material handling and emergency response systems.
10	Marine Operations/Navigational Expert	Monitoring navigational safety, vessel operations and coordination with LNG terminals and port traffic.
11	Geotechnical Expert	Review of geotechnical investigations, foundation systems and soil-related matters.
12	QA/QC Engineer	Quality assurance, inspections, material testing and compliance verification.
13	Planning & Scheduling Engineer	Monitoring project timelines, milestones and delays using project scheduling tools.
14	Contract/Claims Specialist	Review of contractual obligations, variation orders, claims and dispute-related matters.
15	Financial/Commercial Expert	Monitoring financial obligations, investment milestones and commercial compliance.
16	Legal Advisor	Assistance on legal and regulatory matters arising during implementation.
17	GIS/CAD Specialist	Preparation and review of drawings, layouts and project documentation.
18	Document Controller / Reporting Officer	Maintenance of records, reports, correspondence and documentation management.

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PART II

Conditions of Contract and Contract Forms

Section 8
STANDARD FORM OF CONTRACT

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Contract for Consultant's Services

Project Name _____

[Loan/Credit/Grant] **No.**_____

Contract No. _____

between

_____

[Name of the Procuring Agency]

and

_____

[Name of the Consultant]

Dated: _____

1. Form of Contract

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the "Procuring Agency") 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 "Procuring Agency") 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 Procuring Agency for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

(a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Procuring Agency 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: Remuneration Cost Estimates
   Appendix D: Reimbursable Cost Estimates
   Appendix E: Form of Advance Payments Guarantee
   Appendix F: Form of Performance Bond

   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 and

Appendix D; Appendix E and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency 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 Procuring Agency 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 Procuring Agency]*

[Authorized Representative of the Procuring Agency – 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 a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

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

[Name of the lead member]

_____

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

General Conditions of the Contract

A. General Provisions

1. Definitions

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 and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

(b) **Procuring Agency"** means:-

(c) any Ministry, Division, Department or any Office of the Federal Government;

(d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;.

(e) **Procuring Agency's Personnel"** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant.

(f) **"Consultant"** means an individual consultant or a consulting firm as the case may be;

(g) **"Contract"** means an agreement enforceable by law;

(h) **"Contractor"** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;

(i) **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

(j) **"Day"** means calendar day unless indicated otherwise.

(k) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(l) **"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.

(m) **"Foreign Currency"** means any currency other than the Pakistani Rupees.

(n) **"GCC"** means these General Conditions of Contract.

(o) **"Government"** means the Government of Pakistan.

(p) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses 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 Procuring Agency for the performance of the Contract.

(q) **"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 takeninto account in the technical evaluation of the Consultant's proposal.

(r) **"Local Currency"** means the currency of Pakistan

(s) **"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.

(t) **"Party"** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

(u) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(v) **"Services"** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(w) **"Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

(x) **"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.

(y) **"Third Party"** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

2. Relationship between the

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as

	Parties	between the Procuring Agency 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.
3.	**Law Governing Contract**	3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC.**
4.	**Language**	4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
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 performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
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 Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
9.	**Authorized**	9.1. Any action required or permitted to be taken, and any

Representatives document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the **SCC.**

10. Fraud and Corruption

1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.

10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.

10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.

10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency'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

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 twenty two (22) days written notice to the other Party, declare this Contract to be null and void,

Effective 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

14.2.

14.3. 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. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency 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 Party, is not foreseeable, is unavoidable, and makes a Party'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 Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party 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 Party 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 Party 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

17.5. A Party 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.

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

17.8. 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 Procuring Agency, 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 Procuring Agency, 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.

17.9. 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 49& 50.

18. Suspension

18.1. The Procuring Agency 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

19. 1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Agency

19.1.1 The Procuring Agency 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 Procuring Agency 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;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49

(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 Procuring Agency, 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 if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency 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 Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 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 Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.

(d) If the Procuring Agency 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 Procuring Agency 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 inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, 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

Procuring Agency, 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 Procuring Agency shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;

(b) 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, including the cost of the return travel of the Experts.

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 Procuring Agency, and shall at all times support and safeguard the Procuring Agency'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.

20.3 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 Procuring Agency.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21. Conflict of Interests

21.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant

21.1.1 The payment of the Consultant pursuant to GCC F

	Not to Benefit from Commissions, Discounts, etc.	(Clauses GCC 42 through 47) 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 any such additional payment. 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
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 their Procuring Agency, 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 Procuring Agency, 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 as determined under the Applicable Law.

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 Procuring Agency, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency 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 in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. Reporting Obligations

26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Procuring Agency 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 Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, 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 Procuring Agency.

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 Procuring Agency's prior written approval to such agreements, and the Procuring Agency 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**.

28. Equipment, Vehicles and Materials

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency'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.

29. Code of Conduct

29.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. Description of Key Experts

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 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.

32. Approval of Additional Key Experts

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. Removal of Experts or Sub-consultants

33.1 If the Procuring Agency 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 Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. Replacement/ Removal of Experts – Impact on Payments

34.1 Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. Working Hours, Overtime, Leave, etc.

35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in **Appendix B**.

35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1 Unless otherwise specified in the **SCC**, the Procuring Agency 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.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

37. Access to Project Site

37.1 The Procuring Agency 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. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. Change in the Applicable Law Related to Taxes and Duties

38.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. Services, Facilities and Property of the Procuring Agency

39.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.**

39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be

appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in **Appendix A**.

40.2 If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in **Appendix A**, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. Payment Obligation

41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. Ceiling Amount

42.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. Remuneration and Reimbursable

43.1 The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall

Expenses

agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

43.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties

44.1 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**.

44.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. Currency of Payment

45.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC.**

46. Mode of Billing and Payment

46.1 Billings and payments in respect of the Services shall be made as follows:

(a) *Advance payment*. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency 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 E**, or in

such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

(b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be

made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**

G. Fairness and Good Faith

48. Good Faith

48.1 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

49. Amicable Settlement

49.1 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 the foregoing, any question regarding its existence, validity or termination, or 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 consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3 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 the Service Provider.

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	**"Procuring Agency" means Port Qasim Authority**
1.1(f)	**Consultant means** a legally-established professional consulting firm or an entity that may provide or provides the Engineering Consultancy Services (technical, financial & legal aspects) to the Procuring Agency under the Contract
1.1(g)	**Contract means this contract for Consultant's Services**
1.1(y)	**Third Party means person or entity other than Procuring Agency or the Consultant.**
1.1(b) and 3.1	**The Contract shall be construed in accordance with the law of Pakistan.**
4.1	**The language is: English**
6.1 and 6.2	**The addresses are:** Procuring Agency : Port Qasim Authority Attention : Director PSP Department E-mail (where permitted): pqapsp@gmail.com Consultant : _____ _____ Attention : _____ E-mail (where permitted) :_____
8.1	*[Note: If the Consultant consists only of one entity, state "N/A";* *OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]* **The Lead Member on behalf of the JV is _____ _____**
9.1	**The Authorized Representatives are:**

	For the Procuring Agency: Secretary, Port Qasim Authority. **For the Consultant:** *[name, title]*_____
11.1	**The Effective Date shall be the date of Procuring Agency's notice to Consultant to carry out the Services.**
12.1	**Termination of Contract for Failure to Become Effective:** The time period shall be 60 days, or such other period as the parties may agree in writing.
13.1	**Commencement of Services:** The Consultants shall commence the services from the effective date / the date of Procuring Agency's Notice to Consultant to carry out the Services i.e. Letter of Award.
14.1	**Expiration of Contract:** The time period shall be twenty-seven (27) months
19.1.3(a)	**Forty five (45) calendar days to be substituted by sixty (60) calendar days.**
19.1.3(d)	**Deleted.**
20.5	**The Consultant shall at the time of signing of contract furnish a Performance Security/Bond equal to ten (10) percent of the Part-I consultancy cost (inclusive of duty/taxes) as per Appendix-F.**
21 b.	**The Procuring Agency reserves the right to determine on a case-to-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** Yes____√__ No _____
23.1	Professional liability of the Consultant shall not exceed twice the remunerations of the Consultant.
24.1	Deleted
25.2	Delete the words "Persuant to paragraph 1.23 (e) of Attachment 1 to the General

	Conditions appearing in the first & second lines.
27.2	The Consultant shall not use the reports and record mentioned in GCC 27.1 for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
29. Code of Conduct	The Consultant is "required" to have a Code of Conduct for Experts as per the policy of the Authority.
36.1 (a) through (g)	GCC 36.1(b) to (g) deleted
40	Not Applicable
42	Not Applicable
43.1	The Consultant is required to work out the financial implication of providing the services of non-Key Experts and following items separately and make lump sum provision in the Financial Forms as part of the total financial remunerations of the consultants including Key Experts as given in the 14.1.1. However, no reimbursable cost shall be made in this regard including but not limited to the following: (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Procuring Agency; (7) other allowances where applicable and provisional or fixed sums (if any)]

Note: -The Consultant payment shall be made as per the payment schedule presented in the below mentioned: -

Payment Schedule of Services.

PART-I SERVICES (Bids Evaluation and Finalization of Project Agreement 03 months periods)

S. No	Task	% Payment	Pak Rupees
1.	Submission and acceptance of Inception Report, methodology, evaluation framework and work plan after commencement of assignment	10%	
2.	Completion of Technical, Financial, Commercial and Legal Due Diligence of all qualified bidders and submission of Draft Evaluation Report	20%	
3.	Submission and acceptance of Final Evaluation Report identifying the Most Advantageous Bidder and recommendations for approval by PQA	25%	
4.	Preparation and finalization of Draft Letter of Award (LOA), Negotiation of Implementation Agreement (IA), schedules, annexures and transaction documents	10%	
5.	Successful completion of negotiations with preferred bidder and submission of Negotiation Report and finalized transaction documents	10%	
6.	Obtaining approvals from PQA Board / Ministry of Maritime Affairs / GoP and issuance of LOA	10%	
7.	Finalization & signing of Implementation Agreement.	15%	
Total		**100%**	Quoted amount by Consultant
Part II Services			
6.	Supervision during construction period till issuance of successful completion certificate.	To be finalized under tripartite agreement among PQA, Consultant	

			& Successful Operator

NOTE#1: No extra payment shall be made for any repeat activity such as preparation of guidelines, implementation agreement, evaluation report, negotiation and activities mentioned in above table as the Project is on BOT basis subject to response from the bidder, success of negotiations and approval from Government.

NOTE#2: Advance payment of 10% of Part-I Consultancy cost against Bank Guarantee shall be deducted in equal four (04) installments from consultant invoices from the first four milestone payments. The last payment shall be as per schedule of payment. Bank guarantee against the advance payment shall be returned to consultant subject to deduction of all the advance paid amounts.

NOTE#3: The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

NOTE#4: The Part-I Services fee to the Consultants shall be initially paid by PQA and same fee shall be reimbursed/refunded from the successful developer. Consultant will add this provision in the pre-qualification/ project guidelines to be issued to the developers.

PART-II SERVICES (Project Implementation Stage 24 months)

Project Implementation Stage divided in equal monthly installments for the construction period of 24 months shall be paid to the Consultant for the services. For rendering Part-II services in the Project Implementation Stage, the consultant shall be paid directly by the Sponsor of the Project under a Tripartite Agreement between the Procuring Agency, Sponsor and Consultant.

45.1	**The currency [currencies] of payment shall be in Pak Rupees**

46.1 **Payment Schedule of Services.**

PART-I SERVICES (Bids Evaluation and Finalization of Project Agreement 03 months)

S. No	Task	% Payment	Pak Rupees
1.	Submission and acceptance of Inception Report, methodology, evaluation framework and work plan after commencement of assignment	10%	
2.	Completion of Technical, Financial, Commercial and Legal Due Diligence of all qualified bidders and submission of Draft Evaluation Report	20%	
3.	Submission and acceptance of Final Evaluation Report identifying the Most Advantageous Bidder and recommendations for approval by PQA	25%	
4.	Preparation and finalization of Draft Letter of Award (LOA), Negotiation of Implementation Agreement (IA), schedules, annexures and transaction documents	10%	
5.	Successful completion of negotiations with preferred bidder and submission of Negotiation Report and finalized transaction documents	10%	
6.	Obtaining approvals from PQA Board / Ministry of Maritime Affairs / GoP and issuance of LOA	10%	
7.	Finalization & signing of Implementation Agreement.	15%	
Total		**100%**	Quoted amount by Consultant
Part II Services			
6.	Supervision during construction period till issuance of successful completion certificate.	To be finalized under tripartite agreement among PQA, Consultant & Successful Operator	

	NOTE#1: No extra payment shall be made for any repeat activity such as preparation of guidelines, implementation agreement, evaluation report, negotiation and activities mentioned in above table as the Project is on BOT basis subject to response from the bidder, success of negotiations and approval from Government. NOTE#2: Advance payment of 10% of Part-I Consultancy cost against Bank Guarantee shall be deducted in equal four (04) installments from consultant invoices from the first four milestone payments. The last payment shall be as per schedule of payment. Bank guarantee against the advance payment shall be returned to consultant subject to deduction of all the advance paid amounts. NOTE#3: The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments. NOTE#4: The Part-I Services fee to the Consultants shall be initially paid by PQA and same fee shall be reimbursed/refunded from the successful developer. Consultant will add this provision in the pre-qualification/ project guidelines to be issued to the developers. PART-II SERVICES (Project Implementation Stage 24 months) Project Implementation Stage divided in equal monthly installments for the construction period of 24 months shall be paid to the Consultant for the services. For rendering Part-II services in the Project Implementation Stage, the consultant shall be paid by the Sponsor of the Project under a tripartite agreement between the Procuring Agency, Sponsor and Consultant.
47	Deleted
49.	The term "Authority" substituted by the term "Procuring Agency". The term "Service Provider" to be substituted by the term "Consultant" Arbitration to be held in Karachi.

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

I. Appendices

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Agency and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Agency's input, including counterpart personnel assigned by the Procuring Agency to work on the Consultant's team; specific tasks that require prior approval by the Procuring Agency.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Procuring Agency's country; entitlement, if any, to leave pay; public holidays in the Procuring Agency's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

   [Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Procuring Agency has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Procuring Agency prior to the Contract's negotiations.

Should these representations be found by the Procuring Agency (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Agency shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Agency before any such modification, (i) the Procuring Agency shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Agency to the Consultants, the Consultants shall reimburse to the Procuring Agency any excess payment within thirty (30) days of receipt of a written claim of the Procuring Agency. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final statement approved by the Procuring Agency in accordance with Clause GCC 46.1(d) of this Contract."

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		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	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Work in the Procuring Agency's Country									

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

* If more than one currency, add a table

Signature _____ Date _____

Name and Title: _____

Appendix D – Reimbursable Expenses Cost Estimates

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]

(NOT APPLICABLE)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix E - Form of Advance Payments Guarantee

[See Clause GCC 46.1(a) and SCC 46.1(a)]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Procuring Agency]*

Date: _____*[insert date]*____

ADVANCE PAYMENT GUARANTEE No.: _____*[insert number]*_____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ___*[insert date]*_____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Procuring Agency which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *_[month]_____, [year]__*,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

_____

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Appendix F- Form of Performance Bond

Guarantee No. _____
Date of issue: _____
Amount: PKR_____
Expiry Date: _____

By THIS we M/s. _____ (hereinafter called "Bank") whose registered office is situated at _____ Karachi are held firmly bound unto the PORT QASIM AUTHORITY, (hereafter called the "Authority") in the sum of_____for the payment of which sum the bank bind themselves, their successors and assigns by these presents.

Whereas, _____ (hereinafter called the "Consultant") and the Authority have entered into an Agreement dated _____ (hereinafter called the "Agreement") for Consultancy Services for Establishment, Operation and Management of Sea-to-Steel (S2S) at IOCB, Port Qasim on Build-Operate-Transfer (BOT) Basis at Port Qasim, Karachi Pakistan (hereinafter called the "Project") in conformity with the provisions of the Agreement.

Whereas the Agreement requires the provision of a performance bond (hereinafter referred to as "Performance Bond") by the Consultant to Authority.

Whereas because of such Agreement entered into between the Consultant and the Authority, we, the Bank hereby give this irrevocable and unconditional Performance Bond in the sum mentioned herein above such amount representing the security amount to be furnished by the Consultant for the due fulfillment of the Consultant's obligations in respect of the Project as described in the Agreement in letter and spirit.

NOW, THE CONDITIONS of this Performance Bond are such that:

If the Consultant duly performs and observes all the terms, provisions, conditions and stipulations of the Agreement on the Consultant's part to be performed and observed according to the true purpose, intent and meaning thereof, this Bond will revoke in full and become null and void one year after the date of signing of this Performance Bond (hereinafter called "the Date of issue").

NOW THEREFORE, in case of default by the Consultant, of which default the Authority shall be the sole judge, duly notified to the Bank in writing by the authorized representative of the Authority during the period from the Date of issue until one year after the Date of issue, (hereinafter called "Date of Expiry"), the Bank shall pay to the Authority upto the amount of this Bond without reference to the Consultant or anyone else raising the question whether any default has taken place or not, or irrespective of alteration in terms of Agreement by mutual consent between the Authority and the Consultant or any forbearance

in or in respect of any matter or thing concerning the Agreement on the part of the Authority shall in any way release the Bank from any liability under the above written bond, then this obligation shall be null and void, otherwise , this bond shall remain valid in full until the Date of Expiry.

This Performance Bond is binding on the Bank and is irrevocable.

Claim received after the Date of Expiry will not be honoured, irrespective whether or not the original of this Bond is returned to the Bank for cancellation.

Irrespective of anything mentioned hereinabove, this Bond shall become null and void ultimately on ……. unless extended by the Bank.

SIGNED, SEALED AND DELIVERED BY THE BANK

Seal and date …….

For and on behalf of …….

Appendix –G Statement of Undertaking (Integrity Pact)

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

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

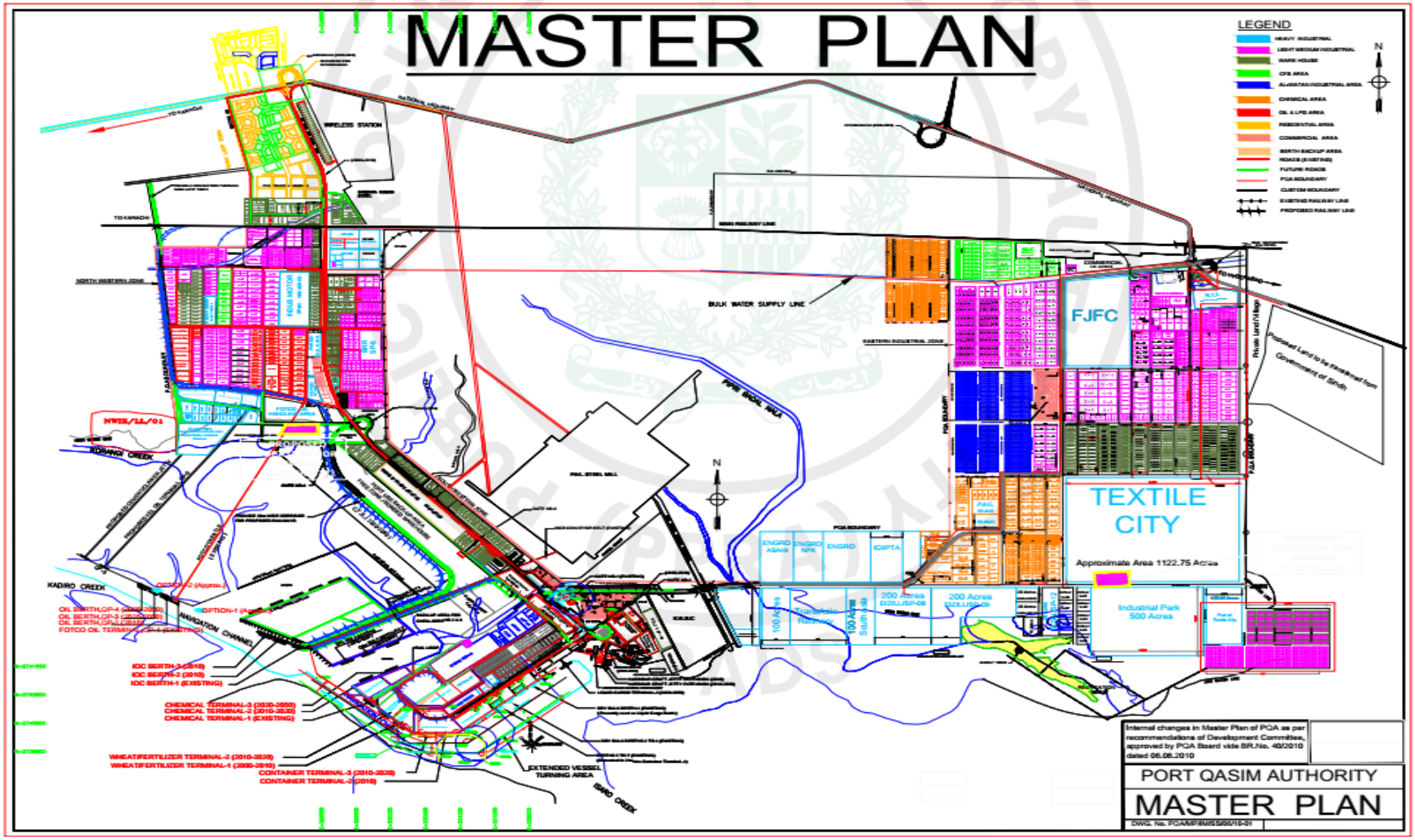
inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

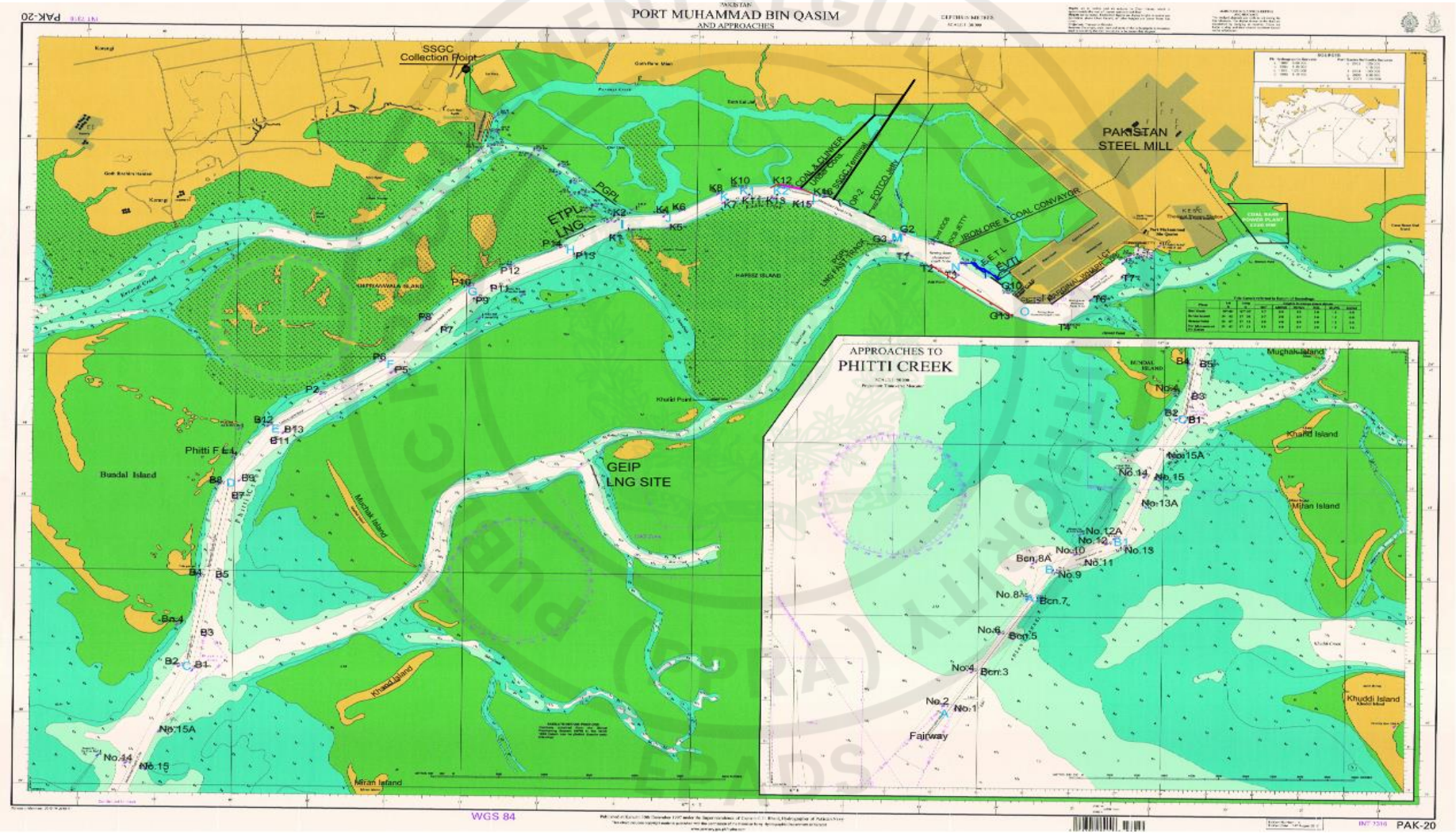
Annexure-'A'

PQA MASTER PLAN



Annexure-'B'

PN Hydrography Pak_20 Map



Annexure-'C'

Annexure-'D'

Port Operation Complex

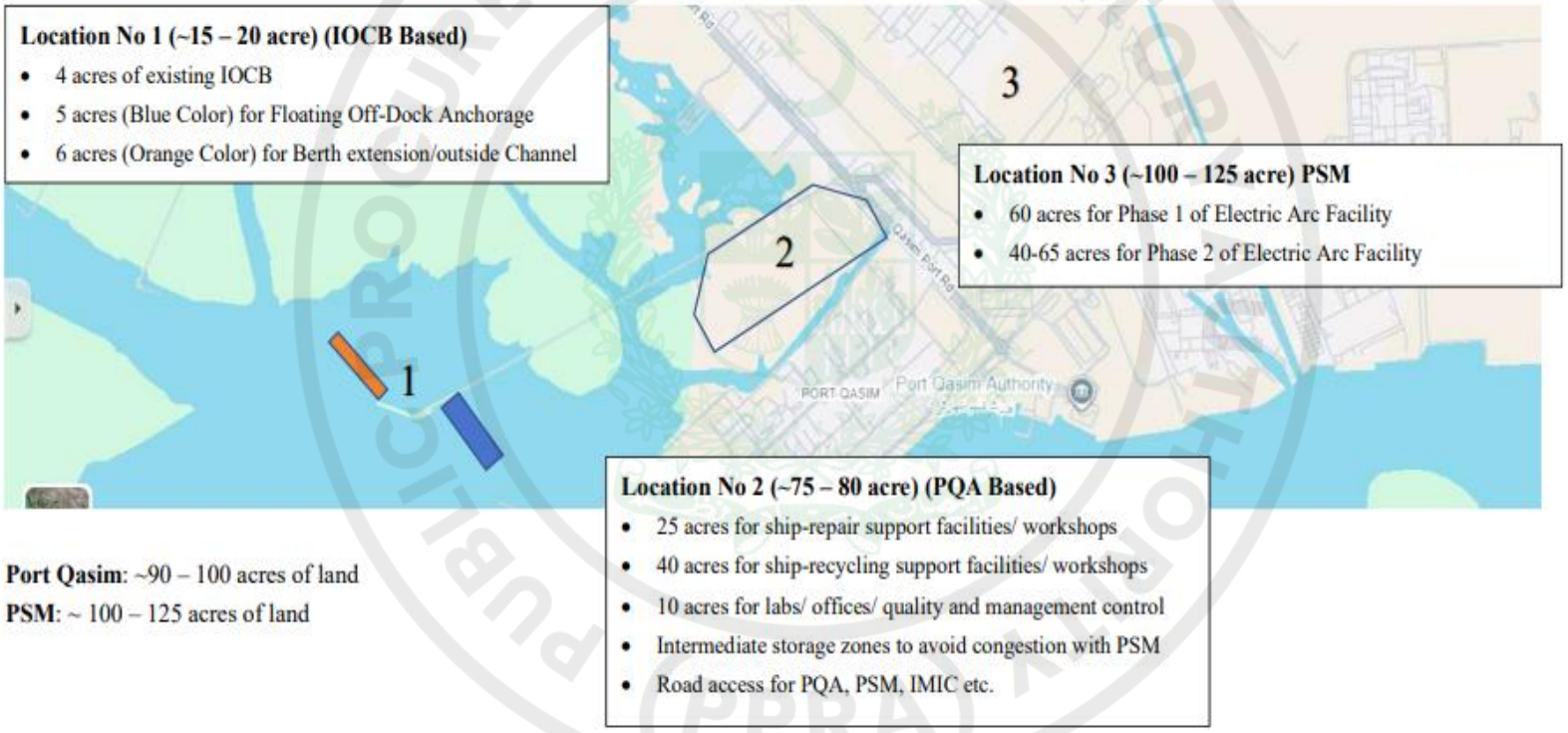
S#	Terminal/Berth	Basis	Berths/ Terminal	Annual Capacity Million Tons/ TEUs	Cost (Million)	Year of Operation
1	Iron Ore & Coal Berth (IOCB)	Public	1	3.03	Rs. 415	1980
2	Marginal Wharf (MW) Berths #1&2		2	4.0	Rs.681	1981
3	FOTCO Oil Terminal	Private	1	9.0	US$ 97	1995
4	QICT-I Container Terminal @ MW Berths # 5 to 7		2	0.6 TEUs	US$ 100	1997
5	EVTL Liquid Chemical Terminal		1	4.0	US$ 76	1998
6	SSGC LPG Terminal		1	2.0	US$ 50	2007
7	FWQ Liquid Cargo Terminal		1	4.0	US$ 25	2009
8	FAP Grain & Fertilizer Terminal		1	4.0	US$ 135	2010
9	QICT-II Container Terminal		2	1.175 TEUs	US$ 211	2010
10	EETPL LNG Terminal		1	4.5	US$ 120	2015
11	PIBT Coal Clinker & Cement Terminal		1	8.0	US$ 250	2017
12	PQEPC Coal Terminal-1320 MW Power Project		1	4.0	US$ 239	2017
13	PGPCL LNG Terminal		1	4.5	US$ 135	2017
14	HF & PS Coal Terminal @ MW Berths # 3 & 4		2	4.0	US$ 142	2017

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure-'E'

PROJECT LOCATION

LOCATION MAP AND LAND REQUIREMENT



Port Qasim: ~90 – 100 acres of land

PSM: ~ 100 – 125 acres of land

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PORT QASIM AUTHORITY

PORT QASIM AUTHORITY
Gateway to National Prosperity

BIN QASIM KARACHI-75020

CORRIGENDUM

PROCUREMENT OF CONSULTANCY SERVICES

In continuation of PQA Advertisement PID (K) No. 616/26 regarding "Consultancy Service for Establishment, Operation and Management of Sea-to-Steel (S2S) Project at Iron Ore & Coal Berth (IOCB) Port Qasim, bearing Tender Reference No. P92854, published in The Nation (KLI), Roznama Jang (K), Nau Misal (Lrk) on 23rd August, 2026 and Khaleej Times on 08th September, 2026 and uploaded on the PQA and PPRA websites, it is informed that the deadline for submission of bids is extended from 30th September, 2026 to 30th October, 2026.

Interested Bidders may download the Pre-Bid Minutes of Meeting from PPRA, EPADS 2.0 and PQA websites.

All other terms and conditions of the RFP remain unchanged.

SHAHNAWAZ MANGRIO
Secretary
Email:pqapsp@gmail.com
Website: www.pqa.gov.pk and www.ppra.gov.pk
Bin Qasim, Karachi-75020, Pakistan,
Tel: 92-21-99272111-30, Fax: 92-21-34730108

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PORT QASIM AUTHORITY

BIN QASIM KARACHI-75020

PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

The **Port Qasim Authority (PQA)** has reserved Funds for the procurement planned for FY **2026-27**. **PQA** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of '**REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT SEA-TO-STEEL (S2S) PROJECT AT IRON ORE & COAL BERTH(IOCB) PORT QASIM**" with the reference of "**P92854**"

1. The **PQA** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
2. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
3. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order** or Bid Securing Declaration on the prescribed format described.
4. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/92854**.
5. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, September 30, 2026 12:00 PM**. Proposals will be opened on the same day at **Wednesday, September 30, 2026 12:30 PM**. Manual submission of RFPs shall not be entertained. Those consultants/Firms who have not yet registered on the new version of **EPADS v2.0**, may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc
6. Pre-bid meeting will be held on 9th September, 2026 at 11:00 hours in the 2nd Floor, Conference Room, Main Administration Building at Port Qasim Authority, Karachi, Pakistan
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on EPADS v2.0 as well as Authority's website at (www.ppra.org.pk).

(SHAHNAWAZ MANGRIO)
SECRETARY

PQA Website: www.pqa.gov.pk
E Mail secretary@pqa.gov.pk

PID(K)616/26

[redacted]

Pre-Bid Meeting Minutes

CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT SEA-TO-STEEL (S2S) AT IRON ORE & COAL (IOCB) PORT QASIM

International/National

Single Stage-Two Envelope

September 9, 2026 11:00 AM

Port Qasim Authority (Port Qasim Authority - PQA),Manager

Private Sector Projects Department, Admin Building, Port Qasim Authority.

Phone: +92-331-231-7211, Email: manager.psp@pqa.gov.pk

MEETING DETAILS

Date & Time	Wednesday, September 9, 2026 11:00 AM
Location	DG (Admin) Conference Room, Administration Block, Main Office Building Port Qasim Authority, Karachi

CONSULTANCY SERVICES FOR ESTABLISHMENT, OPERATION AND MANAGEMENT OF SEA-TO-STEEL (S2S) AT IRON ORE & COAL (IOCB) PORT QASIM

Minutes of the Pre-Bid Meeting : Dated: 09th Sep, 2026

A Pre-Bid Meeting in respect of the subject tender was held on 09th Sep, 2026. The meeting was presided over by the Director General (P&CW).

1. The following Committee Members attended the meeting. The details are as under

i.	Director General (P&CW)	Convenor
ii	Director (PSP)	Member
iii.	Director M.Ops)	Member
iv.	Director (IA)	Member
v.	Director (CD)	Member

vi.	Director (IM)	Member
vii.	PQA Legal Advisor	Member
viii.	D.M (Legal)	Member
ix.	Manager (PSP)	Secretary/Member

(***To look after theuploading of the NIT and ITB documents on e-PADSVersion 2.0***).

2. The firms who attended the Pre-Bid meeting are as under:
   i. M/s KPMG
   ii. M/s National Engineering Consultants
   iii. M/s ME Consultant
   iv. M/s Tumas-TPC Consultant
   v. M/s Karsaz (Pvt) Limited
   vi. M/s Techno Consultant International Online
   vii. M/s Nawaz Hussain Sikandar Associates Online

3. The Presiding Officer welcomed all the participants and explained the purpose of the meeting. Thereafter, the prospective bidders raised various queries regarding the bidding documents. The queries raised during the meeting and the replies / clarifications furnished by the Committee are as under

QUERIES RAISED DURING THE PRE-BID MEETING AND RESPONSES

The following queries were raised by the prospective bidders during the Pre- Bid Meeting held on 09th September, 2026 and the replies / clarifications are as under:

M/s NEC

Q.1 Part-I of the RFP provides for a consultancy period of 24 months and observed that the man-month requirements for key personnel were not clearly defined in Part-I

PQA Response; the relevant requirements have already been incorporated in Part-I of the RFP

NEC suggested that currency ratio of 40% USD and 60% PKR may be considered, particularly as the qualified consultant may enter into a Joint Venture (JV) arrangement with an international firm.

As per RFP, the Consultants has to submit the bids in PKR for evaluation/payment purpose. In case of a consultant/JV has foreign partner(s), they have to intimate the amount payable in US$ for which PQA has budgeted upto 40% of the Consultant Services cost payable in US$ if needed. Such payment wiil be made in US$ to the Consultant/Foreign Partner. However, it is further clarified that the exchange risk will be on part of the Consultant and the total contract price in PKR will fixed.

M/s. Techno Consultants International

Q.2 The performance criteria and acceptance criteria for the consultancy deliverables.

PQA Response; PQA has already accepted one USP (Unsolicited Study/Proposal) for the S2S Project, which is based on a green and environmentally sustainable concept and is intended to comply with the requirements of the Hong Kong Convention.

Q.3 whether studies relating to the project if undertaken and whether a Gap study/Gap analysis would be required.

PQA Response; the available studies and information would need to be reviewed by the selected consultant for which Consultant is required to perform the tasks as per RFP including the Gap study/Gap analysis .

M/s. KPMG

Q.4 The consultancy contract may need to commence before submission/finalization of the bid in order to meet the overall project schedule.

PQA Response; Sea-to-Steel Project is subject to significant time constraints and, therefore, the required studies and consultancy activities need to be progressed expeditiously.

M/s. TPCL

Channel data would be required for undertaking the relevant marine, navigational and operational studies.

PQA Response; The required channel data would be provided to the selected consultant after signing of the agreement.

QUERIES RAISED ATER THE PRE-BID MEETING AND PQA RESPONSES

M/s KPMG

Section 3 – A. General Clause 1.1 Q-1 Kindly clarify whether the term "Consultant" under the RFP is intended to refer specifically to an engineering consultancy firm, or whether a legally established professional consulting firm/entity with expertise in any of the required disciplines (i.e., technical/engineering, financial and/or legal services) may qualify as the Consultant.	Please refer RFP clause 17.1.1 (1) A legally established professional consulting firm/entity with expertise in any of the required disciplines (i.e., technical/engineering, financial and/or legal services) may qualify as the Consultant. It must be registered with the Pakistan Engineering Council (PEC) in the Major Discipline under relevant categories and submit duly valid certificate from PEC having relevant Project Profile Codes" (2) The s Foreign based Consultants subsequent to the issuance of Letter of Intent (LOI) will also be required to get registered as above with Pakistan Engineering Council (PEC)
Q-2 Please clarify whether a firm primarily providing financial or legal consultancy services may act as the Lead Consultant/Lead Member of a consortium.	An Engineering Consultancy firm(s) shall be Lead firm either International or Local as per their own arrangements.
Section 2 – ITC A – Definition (h) We kindly request the constituent firms be held only severally liable	In case of Joint Venture/Consortium submittal of the Proposal, all

	to the Procuring Agency for the performance of services for their respective scope of work as defined in the consortium agreement, rather than jointly and severally liable.	members will be jointly and severally liable to perform the entire Consultancy Services.
	Section 3 –Proposal Data Sheet 21.1 – Criteria, sub-criteria Q-3 Kindly clarify whether the experience of multiple Consortium members can be combined to meet this criterion as the criterion includes both project planning/implementation (Technical) and preparation of bidding documents (RFP) and concession agreements (Legal).	Please refer clause 17.2.2 The member of the Joint Venture Agreement will be taken in to consideration for evaluation criteria purposes with respect to Category A-D
	Section 3 –Proposal Data Sheet 21.1 Category-A (ii) Planning Q-4 Kindly clarify whether experience in planning, designing and establishment of marine infrastructure other than Port Terminals, having a minimum project worth of Rs. 2 Billion, shall be considered as qualifying experience under	Yes, a single project worth 2 Billion in Category A (ii) shall be considered as qualifying experience under this criterion, subject to meet an aggregate qualifying score.
	Section 3 –Proposal Data Sheet 21.1 – Criteria, sub-criteria Q-5 Kindly clarify whether the Financial Soundness criteria, including Average Working Capital and Average Annual Turnover, shall be assessed based on the financial statements of the Lead Member only, or whether the financial strength of the constituent members of the Consortium may be aggregated for the purpose of meeting and/or scoring against this criterion	Financial health shall be assessed in with respect to Average working capital, turnover based on financial statement of a joint venture/ Consortium, whichever is higher not only Lead Firm.
	Section 3 – Proposal Data Sheet 21.1 – Criteria, sub-criteria Q-6 Kindly clarify whether MBA (Finance) shall be considered acceptable as an “equivalent qualification” for the Financial Advisor position.	As per RFP requirement
	Section 3 – Proposal Data Sheet 16.1.1 – Payment Schedule of Services. NOTE#1 Q-7 Kindly clarify whether the restriction on additional payment for repeat activities shall also apply where such repetition arises due to circumstances beyond the Consultant’s control, including changes directed by the Procuring Agency/Government or failure of negotiations with the preferred bidder.	No cost on repetitive activities shall be considered against Part-I. However, with respect to Part-II Services this may be considered / negotiated while Tripartite Agreement shall be taken place, subject to mutually agreement among the parties.
	Section 7 – Terms of Reference Q-8 Kindly clarify the roles and responsibilities of the Consultant, whether invoice certification and other financial/commercial matters arising under the BOT arrangement are within the scope of the Consultant, or are expected to be undertaken by the IE, IA, PQA or any other designated party	The Consultant either JV/Consortium or solo are responsible for assessment of Technical, financial or legal aspects with respect to its evaluation, and any matter either technical, financial or legal arisen during the currency of Contract with the Consultant.

	Section 3 – Proposal Data Sheet B. Preparation of Proposals Joint Venture Agreement, Power of Attorney, Integrity Pact, Declaration of Beneficial Ownership Information. Q-9 Kindly clarify whether these forms are required so be executed on stamp paper, and if so, please confirm the applicable stamp paper value	JV Agreement, PoA, Declaration of Beneficial Ownership and Contract Agreement (Integrity Pact is an integral part of Agreement) to be executed on Stamp Paper.
	Page – 18 Tax Certificate Q-10 Kindly clarify that while the EPADS-RFP requires consultants to provide tax registration details, the PQA-RFP does not expressly mention this requirement. Please confirm whether the Consultant and/or each consortium member is required to be registered with the relevant tax authorities and submit valid tax registration certificates/details as part of the proposal.	Clause 17.1.1 under Proposal Data Sheet described that JV/Consortium must be registered with Tax Authorities, However, foreign consultant shall be registered after issuance of LoI. It is further clarified that PQA RFP is part of E-PAD

NEC

	Section 7 (TOR), Clause 5: Part-I (i); Part-II (i), (ii) and (iii)(a) Section 3 (Data Sheet), ITC 21.1: Category-C (c) and Category-D (vi) – Marine Expert Q-11 As PQA highlighted at the Pre-Bid Meeting, IOCB lies between the EETPL LNG and FOTCO Oil terminals, with the LNG turning basin directly in front of it, on a 49 km channel operating 24/7. Developers are expected to follow SIGTTO and PIANC, but the RFP does not set them as the evaluation benchmark. <u>We request PQA to confirm that:</u> (i) SIGTTO, PIANC and the Hong Kong Convention are the governing standards, and the Developer RFP requires compliance with them; and (ii) navigational, safe-distance and QRA studies are the developer's responsibility, with the Consultant only reviewing and vetting them. This will ensure all bidders price the same scope.	(i) It is confirm that Developer(s) are required to compliance relevant International Standards, whereas the Consultants ensure the technically soundness of the Proposals. (ii) All type of studies required under RFP is responsibility of the Developer, the Consultants shall review and vet the same and ensure the compliance/ mitigating measures during the period of assignment.
	Section 7 (TOR), Clause 5: Part-I Services (03 months); Key Experts for Part-II Section 3 (Data Sheet), ITC 14.1.1 and ITC 21.1 (Category-D) Section 4, Form TECH- 6 Section 8, SCC 14.1 and 46.1 (Payment Schedule) Part -I Q-12 The man-months for the 03-month Part-I team are not clear. Thirteen experts working full-time for 03 months equal 39 person-months, against 15 required. Milestones 6 and 7 also depend on approvals of the PQA Board, Ministry of Maritime Affairs and GoP,	Please refer Clause 14.1. Estimated input of Key Experts' time-input: 15 person-months (Part-I Services) and 20 person-months (Part-II Services) as per this RFP. This estimate is indicative and the proposal shall be based on consultant's own estimate for the same. Note

	which are outside the Consultant's control. We request PQA to: (i) increase the Part-I duration from 03 to 05 months, with SCC 14.1 (27 months) and the EPADS delivery schedule (815 days) amended accordingly; (ii) provide a list of Key Staff with their man-months, so that all proposals are at par for evaluation purposes; (iii) confirm that 15 and 20 person-months are aggregate minimums, not per position; and (iv) confirm by addendum the Pre-Bid statements that Part-I man-months may be increased and that Part-I and Part-II Key Expert positions should be the same, given the different position lists.	The consultant is required to work out the actual time input in person month of each Key Expert to perform the services mentioned under title Scope of Services Part-I&II (Refer Section-7) complete in all respect and produce reports as given in the Section-7
	Section 3 (Data Sheet), ITC 16.3, 16.4, 17.2.2 and 26.1 Section 5, Note #3 and Form FIN-2 Section 8, SCC 14.1 and 45.1 EPADS BDS Clauses 9 and 13 Q-13 The required expertise (green ship recycling, EAF steel technology, LNG marine safety) and the Category-A (iii) experience criterion will require an international partner. Paying foreign experts in PKR at fixed rates for 27 months puts the full exchange-rate risk on them, which discourages participation or increases prices. We recommend: (i) a foreign currency component of 40% (USD) and 60% in PKR, to attract international consultants, as desired for a BOT project to be executed at PQA, with ITC 16.3, 16.4, SCC 45.1 and the Financial Forms amended accordingly; and (ii) specifying the exchange-rate source (e.g., SBP selling rate) and reference date under ITC 26.1.	As per RFP, the Consultants has to submit the bids in PKR for evaluation/payment purpose. In case of a consultant/JV has foreign partner(s), they have to intimate the amount payable in US$ for which PQA has budgeted upto 40% of the Consultant Services cost payable in US$ if needed. Such payment wiil be made in US$ to the Consultant/Foreign Partner. However, it is further clarified that the exchange risk will be on part of the Consultant and the total contract price in PKR will fixed.
	Section 7 (TOR), Clause 5 (I) and Part-I (i) and (ii) Section 3 (Data Sheet), ITC 2.3 Section 4, Forms TECH-4 and TECH-5 Section 8, SCC 46.1, Note #1 Q-14 The RFP documents for the developers are to be reviewed and need time to be synchronised with the Technical Proposal submitted by the Consultant. Without them, the approach, methodology and work plan under Forms TECH-4 and TECH-5 cannot be aligned with what the Consultant will actually evaluate. We request PQA to: (i) share the complete Developer RFP, including Schedule 2 and Schedule 3, under ITC 2.3; and (ii) allow adequate time after its issue for the Technical and Financial Proposals to be synchronised with it.	The Prequalifiction Documents RFP including Scheduals can be download from PPRA and PQA websites by the interesterd Proponents for evaluation and understanding of the Project details. https://epms.ppra.gov.pk/public/tenders/tender-details/TS0000012275E https://www.pqa.gov.pk/en/tender/filter/Classification/International Executive Summary of RFP as **Annex-A**
	Section 1 (Request for Proposal), Para 2 Section7 (TOR), Clauses 2.1 and 4.2 Section 7 (TOR), Clause 5: Part-II (i), (iii)(c) and (iii)(e)	IOCB structural assessement study was taken about two decade

	Section 3 (Data Sheet), ITC 2.3 Q-15 The floating concept of reutilising the IOCB berth a very old and outlived structure for a further 30-year concession period is a challenging job to ascertain, both for the developers and for the Consultant working on behalf of the client. It involves considerable time and cost for the successful bidder. We request PQA to: (i) share the available structural condition, residual life and load capacity data for IOCB under ITC 2.3; (ii) confirm that the structural condition survey and residual life assessment are the developer's responsibility, consistent with PQA's Pre-Bid clarification that surveys rest with the developer; and (iii) confirm that the Consultant's role is limited to review and vetting of those assessments	ago, which is outdated. All type of studies shall be carried out by the scuccesful Developer at their own risk and cost. Consultant role is including but not limited to review and vetting of those assignments and Gap study/Gap anaylisis and compliance of the mitigating measures
	Section 7 (TOR), Clause 5: Part-II Services (24 months) • Section 7 (TOR), Clause 4.2 • Section 8, SCC 14.1 and 46.1 • EPADS Required Services (Delivery Schedule: 815 days) Q-16 The 24 months kept for Part-II is subject to the timeline of the bidder who completes this job. Reclamation works and other activities of this nature take considerable time, and the Consultant must remain engaged until commissioning. We request PQA to: (i) confirm whether the 24 months is fixed or will follow the developer's approved construction programme; and (ii) confirm how the Consultant's monthly payments and man-months will be extended, at the same rates, if the construction period exceeds 24 months for reasons not attributable to the Consultant.	Generally 24 months are given for completion for Part-II. In case of delay in completion of the Project, additional cost extended beyond timeline may be paid by Developer on prorata basis, this may be metually arranged in tripartite agreement to be signed among PQA, Consultant and Developer.
	EPADS Procurement Notice, Para 6; BDS Clauses 2 and 14 Section 2 (ITC), Clauses 12.3 and 13.1(ii) Section 3 (Data Sheet), ITC 12.1, 13.1 and 17.2.2 Q-17 The issues raised at the Pre-Bid Meeting (scope, duration, man-months, currency, standards and the Developer RFP) are likely to lead to substantial amendments to both the Technical and Financial Proposals. Forming a JV with an international partner also requires time for the JV agreement, Key Expert confirmations (ITC 12.3) and the Proposal Security (ITC 12.1). We request that the submission deadline be extended by 15 days, to 15 October 2026, with the clarification date revised accordingly.	The time for submission of Proposals has been extended up to 30th October, 2026

ME Consult

Q- 18 Please confirm whether the Foreign JV Partner can be the Lead Consultant	Yes
Q- 19 Understand that the foreign firm registration with FBR, PEC, etc. will be after the selection of the Firm	Yes
Q-20 Understand that the Proposal will be submitted on E-Pads accompanied by a hard, copy and a soft copy to be submitted in tandem	Yes, Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to PQA (Refer Page-19)
Q-21 Understand the Financial Proposal shall include both Part 1 & Part 2 of the Scope	Yes
Q-22 Please confirm that the Fees payment to Foreign Consultants will be in USD a. Also please confirm that the PQA shall assist the Foreign Consultant with respect permissions from State bank of Pakistan with respect to repatriation of their Fees.	As per RFP, the Consultants has to submit the bids in PKR for evaluation/payment purpose. In case of a consultant/JV has foreign partner(s), they have to intimate the amount payable in US$ for which PQA has budgeted upto 40% of the Consultant Services cost payable in US$ if needed. Such payment wiil be made in US$ to the Consultant/Foreign Partner. However, it is further clarified that the exchange risk will be on part of the Consultant and the total contract price in PKR will fixed.
Q-23 The requirement of Professional Liability will be met after award of Consulting work – please confirm	As per RFP
Q-24 The time frame for submittal of the proposal is inadequate, especially when details on Contractor Work are not available and also there is no availability of any project specific studies a. Please refer to general discussions during the pre-bid meeting regarding this point as highlighted by all participating consultants b. Request an extension in proposal submittal for at lease 4 weeks, after the needed queries and information provided by PQA	The time for submission of Proposals has been extended up to 30th October, 2026
Q-25 The proposed timeline of 3 – 4 months timeframe to study & evaluate the project, identify the gaps and establish requirements, appear highly unrealistic, particularly given the present level of project information and details.	Sea-to-Steel Project is subject to significant time constraints and, therefore, the required studies and consultancy activities need to be progressed expeditiously.

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Annex - A

Note: A detailed RFP for Delopers is attached for a complete understanding by the Bidding Consultants. Additionally, an Executive Summary of the RFP is presented below for ease of reference.

EXECUTIVE SUMMARY

Sea-to-Steel (S2S) Project — Green Ship Repair & Dismantling Yard and Green Power Steel Plant

Port Qasim Authority (PQA) BOT Request for Proposals — Sections A.4–F.6 and Bid Forms

1. Purpose and Scope

PQA is inviting private bidders to develop "The World's First-Class Green Ship Repair & Dismantling Yard and Green Power Steel Plant" under a Build-Operate-Transfer (BOT) framework, centred on the Iron Ore & Coal Berth (IOCB). The objectives are to revive under-used maritime and industrial infrastructure, position Pakistan as a regional hub for green ship recycling, repair and steel production, and attract foreign direct investment, technology transfer and employment.

The Developer plans, designs, finances, builds, operates and maintains the facility. It takes the assets on an "as-and-where" basis, so both asset-condition and investment risk sit with the Developer.

2. Concession Structure

- **Term:** 30 years from signing, extendable by 30 years on agreed terms. Renewal talks begin five years before expiry and must conclude at least three years before it. Without agreement, the Project transfers to PQA for PKR 1.
- **Land:** Leased via an Agreement to Lease and an Indenture of Lease, co-terminous with the concession, under the PQA Land Allotment Policy. Land charges may be revised from time to time.
- **Construction:** Successful Commissioning within 24 months of signing, subject to force majeure. The optional new jetty is not part of the commissioning scope.
- **Green Power Steel Plant (GPSP):** Located on Pakistan Steel Mills (PSM) land and outside the BOT concession. PQA gives only a No-objection; the bidder pursues approvals from the Ministry of Industries and Production and PSM at its sole risk and cost.
- **Handover and protections:** Assets pass to PQA for PKR 1 in good working condition, verified by an independent consultant. Lenders receive customary step-in and substitution rights, subject to PQA consent. Early-termination compensation and disputes (Article 16) follow the Implementation Agreement.

3. Financial Terms

From commissioning, the Developer pays PQA the higher of a revenue share or a Minimum Guaranteed Annual Payment (MGAP), escalating by period:

Period (from commissioning)	Revenue share	Minimum MGAP	Years	Minimum total
Years 1–8	3% of gross revenue	USD 18 m / year	8	USD 144 m
Years 9–18	5% of gross revenue	USD 28 m / year	10	USD 280 m
Years 19–28	6% of gross revenue	USD 33 m / year	10	USD 330 m
Total			**28**	**USD 754 m**

- **Securities:** Bid security of PKR 20 million (forfeited on withdrawal or failure to sign within 30 days of the Letter of Intent); Construction Performance Bond of USD 1 million at signing; Concession Performance Bond of USD 3 million at commissioning. Bonds come from a Karachi-based AA-rated scheduled bank.
- **Other costs:** The Developer funds PQA's construction-supervision consultant and pays all PQA charges and levies. All financials are in USD, converted at the NBP selling rate.

4. Key Risk Allocation

The RFP places most commercial and operating risk on the Developer:

- **No throughput guarantee.** Bidders must assess IOCB capacity themselves and consult PSM.
- **Shared berth.** The IOCB is non-exclusive. PSM holds priority use for raw-material imports and PQA may admit other users. PQA pays no compensation if co-use reduces the Developer's throughput, and the MGAP remains payable in full. MGAP-sharing with co-users is possible only with PQA's written consent.

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- **Infrastructure cost.** The Developer funds IOCB rehabilitation, all capital and maintenance dredging of the berth pocket, and any channel deepening beyond PQA's promulgated depths. PQA maintains the navigation channel and turning basin only to those depths.
- **New jetty.** Outside the Project Scope and built only with PQA's approval if co-use causes a material capacity constraint. Its financial impact must still be modelled in the bid.
- **Cargo and insurance.** No cargo with exclusive rights held by other Port Qasim terminals. Comprehensive cover is required from AA-rated insurers, including pollution liability, ship repairers' liability (dead-ship and drifting-vessel risks), wreck removal and business interruption.
- **Integrity.** Bribery or collusion permits termination. Bidders must sign an Integrity Pact and comply with Pakistani anti-corruption law.

5. Bidding Process and Evaluation

Process. Single-stage, two-envelope procedure (Rule 36(b), PPR 2004), submitted in hard copy and in English; email bids are not accepted. Bids remain valid for 120 days. Technical envelopes are opened first, and financial envelopes of unqualified bidders are returned unopened. After negotiation without change to cost or scope, the PQA Board approves the award, and the winner forms a Pakistan-registered SPV to sign the Implementation Agreement, Agreement to Lease and Indenture of Lease.

Pre-qualification. At least one similar project worth USD 100 million or more (industrial, maritime, shipyard, ship recycling or steel), three years of audited financials, and no conflict of interest with PQA's project advisers.

Technical evaluation (pass mark 75 of 100):

Factor	Marks	Notes
Developer experience (ports, maritime/industrial, steel and ship-repair)	25	Completion certificates required
Financial soundness	15	Base: USD 500 m average turnover
Methodology, work plan and organisation	30	Construction and O&M methodology
Key professional staff (11 roles)	30	Project Director 20+ years
Total	**100**	

Financial evaluation. Only technically qualified bids are opened. A bid below the stipulated MGAP for any period is rejected, and the highest total MGAP over the concession term wins.

Unsolicited proposal (USP). PQA has already received a USP for 100 acres. Its proponent is exempt from pre-qualification, receives 5 bonus points, and holds a first right to match the best offer under PPR 2004.

Mandatory studies. Bidders must commit to about 32 studies from an internationally reputable consultant, covering the ESIA, hazardous-materials and ship-recycling compliance, navigation and LNG turning-basin safety, ship-manoeuvring simulation, HAZID/HAZOP/QRA, and an IMO Hong Kong Convention and ILO audit, plus a pre-feasibility study. PQA does not vouch for existing studies that bidders reuse.

Special attention of the Bidding Consultants is requested to the following listed studies that the Developer is to present for evaluation:

COMMITMENT OF BIDDERS ON FOLLOWING DOCUMENTS

1.	Detailed Feasibility Study (DFS)
2.	Detailed Engineering Design Package
3.	Marine Engineering & Structural Rehabilitation Assessment
4.	Geotechnical Investigation Report*
5.	Bathymetric & Dredging Studies*
6.	Environmental & Social Impact Assessment (ESIA)
7.	Hazardous Material Handling & Waste Disposal Plan
8.	Ship Recycling Environmental Compliance Plan

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9.	Power Evacuation & Utility Infrastructure Study.
10.	Construction Methodology & Sequencing Plan.
11.	Detailed Project Execution Schedule (Primavera based or equivalent).
12.	Procurement Strategy & Long Lead Equipment Plan.
13.	Project Financing & Financial Close Plan.
14.	Bank Support Letters & Equity Commitments.
15.	Risk Assessment & Mitigation Framework.
16.	Insurance & Liability Management Plan.
17.	Health, Safety & Environment (HSE) Master Plan.
18.	Emergency Response & Disaster Management Plan.
19.	Quality Assurance / Quality Control (QA/QC) Framework.
20.	Operations & Maintenance (O&M) Strategy.
21.	Technology Transfer & Local Capacity Development Plan.
22	Traffic Management Plan, LNG Turning Basin Safety Study (with simulation), Emergency Response Plan (considering the close proximity of LNG & FOTCO terminals), Tug & Monsoon Navigation Protocols, Energy Security Contingency Plan, and a comprehensive compliance matrix against IMO/ILO standards.
23.	Carbon Credit / Green Compliance Strategy, Climate Study
24.	Real-Time Ship Maneuvering Simulation Study (with Full-Mission Simulations)
25.	Vessel Traffic Management and Channel Capacity Study, Navigational Study
26.	Qualitative/Quantitative Risk Assessment (QRA) for Hazardous Adjacency, HAZID/HAZOP
27.	Dead-Ship Towage and Marine Salvage Risk Assessment
28.	Hydrodynamic Interaction and Dynamic Mooring Analysis
29.	Emergency Response and Disaster Management Plan (ERDMP)
30.	Energy Security and Critical Infrastructure Contingency Plan
31.	Marine Environmental Impact Assessment (EIA)
32.	IMO Hong Kong Convention and ILO Compliance Audit
* Bidder may use the existing studies; however, PQA does not take responsibility of the correctness and authenticity of the studies	

7.0 Points to Clarify Before Bidding

- **PSM-owned assets:** use of unloaders and conveyors depends on separate negotiation with PSM.
- **Timeline:** 24 months must accommodate dredging, berth rehabilitation, studies and consents.

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