

SECTION – 3

FORM OF CONTRACT

PRIVATE & CONFIDENTIAL

PAKISTAN LNG LIMITED
as Client

and

[•]

as Consultant

TABLE OF CONTENTS

I. FORM OF CONTRACT

II. GENERAL CONDITIONS OF CONTRACT.....

III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES.....

I. FORM OF CONTRACT

This contract (hereinafter called the "**Contract**") is made on the _____ 2019 ("**Effective Date**"), between, on the one hand, **Pakistan LNG Limited** (hereinafter called the "**Client**" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a firm/consultant/joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely:

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. General Conditions of Contract;
 - b. Special Conditions of Contract;
 - c. The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Key Personnel and Sub-consultants
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Integrity Pact
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - a. the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - b. the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

PAKISTAN LNG LIMITED

By:

Title: [Managing Director]

Witness: _____

Name: _____

[CONSULTANT]

By:

Title:

Witness: _____

Name: _____

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- b. "Client" means Pakistan LNG Limited;
- c. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d. "Consultant" means a consulting company, group of consulting companies or joint venture, bidding for the Services or whom the contract is awarded/executed;
- e. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- g. "GC" means these General Conditions of Contract;
- h. "Government" means the Government of the Islamic Republic of Pakistan;
- i. "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- j. "Local Currency" means the currency of the Islamic Republic of Pakistan;
- k. "Member" in case the Consultant consists of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- l. "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them;
- m. "Personnel" means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- n. "PLL" means Pakistan LNG Limited;
- o. "Project Objective" means as described in Appendix A, Section 3;
- p. "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- q. "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A;
- r. "Sub-consultant" means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- s. "Third Party" means any person or entity other than the Client, the Consultants or a Sub-consultant; and
- t. "Project" means the work specified in SC for which consultancy services are desired.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant shall be taken or executed by the Authorized Representatives specified in Clause 1.2 of the SC.

1.7 Taxes and Duties

Unless specified in the SC, the Consultant, Sub-consultant(s), and their Personnel shall be responsible for payment of all such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to be incorporated by the Consultant in the Contract Price.

1.8 Focal Point of Joint Venture

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

1.9 Conflict

In case of any conflict between the provisions of the General Conditions of the Contract and the Special Conditions of the Contract, the Special Conditions of the Contract will prevail.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Term

The Contract will be effective from the Effective Date till the end of the expiration or early termination of this Contract.

2.2 Commencement of Services

After the Effective Date, the Consultants shall begin carrying out the Services immediately upon receipt of instructions from the Client.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9 (Termination), this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs, if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under this Contract.

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

2.4 Modification

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

2.5 Extension of Time for Completion

If the scope of the Services is increased or where for circumstances beyond the Consultant's control, the Consultant is unable to complete the Services within the duration of the Contract:

- a. the Consultants shall inform the Client of the circumstances and probable effects;
- b. the Client shall extend the time for completion of the Services accordingly in the event such Services need to be performed outside the duration of the Contract.

2.6 Force Majeure

2.6.1 Definition

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

2.6.2 No Breach of Contract

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

2.6.3 Extension of Time

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

2.6.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them prior to the occurrence of the Force Majeure event.

2.7 Suspension of Payments by the Client

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

2.8 Not used

2.9 Termination

2.9.1 By the Client

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

- a. if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b. if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to this Contract;

- d. if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- e. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- f. if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

- a. if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within fifteen (15) days after receiving written notice from the Consultants that such payment is overdue;
- b. if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within fifteen (15) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- c. if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- d. if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to this Contract.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.4 Payment upon Termination

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

- a. Remuneration and reimbursable direct costs expenditure incurred pursuant to this Contract for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

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

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Sub-Clause 2.9.1 or Sub-Clause 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other

Party, refer the matter to arbitration, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the best international professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

If the Client suffers any losses or damages as a result of proven faults, errors or omissions, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed the total remuneration of the Consultants.

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

3.5 Other Insurance to be taken out by the Consultants

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents in the format as required and specified by the Client.

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

All reports, and other documents prepared by the Consultants in accordance with this Contract shall become and remain the exclusive property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and reports to the Client. The Consultants may retain a copy of such reports and documents.

3.9 Accounting, Inspection and Auditing

The Consultants shall:

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

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- a. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- b. If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.

5. Obligations of the Client

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- a. provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consulting professionals appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- b. assist to obtain the existing data essential to carry out the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract, if any;
- c. issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- d. assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract if required for provision of Services;
- e. provide to the Consultants, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.

5.4 Payments

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

6. Payments to the Consultants

6.1 Lump Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

- a. Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.
- b. Notwithstanding anything to the contrary contained in this Agreement, the Client may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

6.4 Period of Payment

- a. No Advance payment to the Consultants shall be made.
- b. Any other amount due to the Consultants shall be paid by the Client to the Consultants within thirty (30) days in foreign or local currencies after the Consultants' correct invoice has been delivered to the Client.

7. Settlement of Disputes

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

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

8. Integrity Pact

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

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

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

9. Warranty

Notwithstanding the other provisions of the Contract, If, during the two (2) years period following completion or termination of the Services by Consultants, it is shown that the Consultant has not performed its services in accordance with the terms and conditions of the Contract, and Client has promptly notified Consultants in writing of such failure upon the receipt of relevant information to this effect, Consultants shall perform, at its own cost, such corrective services as may be necessary within the original scope of work to remedy such deficiency.

III. SPECIAL CONDITIONS OF CONTRACT

1.1 Definitions "Project"

The project (consultancy services) comprises of engaging experienced international/local consultants/consultancy firms for provision of commercial consultancy services during tender evaluation process for the procurement and import of LNG from international suppliers on the most competitive basis during financial years 2019-20. Further details are in Appendix A (Description of Services) of Section IV.

1.2 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

[To be advised later]

Pakistan LNG Limited

Telephone

Facsimile

E-Mail

For the Consultant:

[Name of Consultant]

[Name of Authorized Representative]

Registered Address: [●]

Telephone: [●]

Facsimile: [●]

Email: [●]

1.3 Taxes and Duties

- a) While submitting bid, Consultants shall be responsible to include all prevailing/applicable duties / taxes / levies etc. (Federal and/or Provincial) in their quoted price. Omission, if any, shall be the sole responsibility of the Consultant without any liability or obligation on the Client.
- b) In case of double taxation treaty between Pakistan and Consultants' country, the exemption, if any, shall be the sole responsibility of the Consultants. The Client shall have no responsibility to arrange any such exemption.
- c) Imposition of any new taxes or duties or increase in existing taxes and duties shall be cost of the consultant.

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and mentioned in the main Contract.

2.2 Expiration of Contract

The Contract shall be valid for the period of current financial year 2019-20 unless earlier terminated as per terms and conditions of this agreement. The Contract may be extended on the same terms and conditions for another year based on the satisfactory performance of the Consultant duly acknowledged by PLL.

3.1 Not used

4.1 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as its Scope of Services under this Contract is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the Scope of Services under this Contract, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed 100% value of the total remuneration of the Consultants.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in the second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks to the extent of its Scope of Work under this contract arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in third para above shall be borne by the Client.

5.1 Approvals

The Client shall accord approval of the documents immediately but not later than seven (7) days or any other mutually agreed time from the date of their submission by the Consultants.

6.1 Lump Sum Remuneration

The lump sum amount based on Contract Prices quoted in 6.2 is as under:

USD [●]

6.1.1 Contract Prices

- (a) The prices shall be quoted in Pakistani Rupees (PKR) by the local bidders and United States Dollars (USD) by the foreign bidders respectively. In case of Foreign Consultant, the exchange rate (Selling rate of USD into PKR as per last applicable rate of State Bank of Pakistan) as on the date of Financial Bid Opening shall be used to convert the fee quote into Pakistani Rupees for the purpose of signing the Consultancy Contract. Any or all subsequent exchange risk(s) will be borne by the Consultant.
- (b) The reimbursable rates shall remain fixed during the currency of the Contract and no revision shall be made.

6.2 Terms and Conditions of Payment

- (a) Consultants to propose a Payment Schedule corresponding to the deliverables/milestones, which will be mutually discussed and finalized in the pre-award meetings.
- (b) The Consultant will submit an invoice within fifteen (15) days after final acceptance of the deliverables/milestones by the Client, which will include the details of the personnel (Name, Designation, etc.) as well as the Man-days and Man-hours consumed.

- (c) Late Payment of all unpaid invoices will be assessed at one (1) percent per month interest after the payment due date.
- (d) No Advance or Mobilization payment will be made.

6.3 Period of Payment

The Consultants shall submit their error free invoice(s) in duplicate to the Client, along with supporting documents, wherever applicable, which shall be paid by the Client within thirty (30) days of receipt of invoice.

IV. APPENDICES

Appendix A. Description of Services

1. Background

In order to diversify its energy mix and supplement domestically produced gas, Pakistan has in the recent past commissioned two LNG receiving terminals to overcome the natural gas shortages on fast track basis and is managing its LNG supply chain through a mixture of long term supply agreements and procurement of LNG on spot basis.

2. Project Description

As per approved policy of the Government of Pakistan, Pakistan LNG Limited intends to procure/import LNG from international suppliers through a mixture of Government-to-Government (G-to-G) and Open Tender/Bidding options. Services of an experienced international/local consultant/consultancy firm are required for provision of commercial consultancy services during tender evaluation process and finalization of any agreement(s) for the procurement and import of LNG from international suppliers on the most competitive basis and in line with the best international professional techniques and practices.

3. Objective

The Client intends to hire consultant to provide professional, objective and impartial advisory services for the Project.

4. Not used

5. Scope of Services

Scope for consultancy services will be as follows:

- Consultant will open and evaluate bids, prepare reports, review the contract documents/agreements, etc. and provide full support during commercial and financial negotiations of Contract Agreement with LNG supplier(s) and ancillary agreements (if any).
- Consultant (as and when required) will have to attend meetings with all stakeholders, and prepare briefs, reports, and presentations for high level committees, Client's Board of Directors, Ministry of Energy (Petroleum Division), Government of Pakistan (GoP), etc.
- Consultant will be required to prepare responses to incidental correspondence in case of any complaints, queries, and comments from external entities, government or private organizations, etc.
- Consultant may be required to prepare, conduct and provide analysis of market trends, developments or research, as requested from the Client from time to time.
- Consultant shall comply with all applicable laws.

Appendix B. Key Personnel and Sub-consultants

To be submitted by Consultants

B-1 Title [and names], activities or job descriptions of Key Personnel to be assigned to work and staff months/days for each.

B-2 List of approved Sub-consultants (if already available) with same information with respect to their Personnel as in B-1 above

Appendix C. Breakdown of Contract Price

SR. NO.	ITEMS	PRICE INCLUSIVE OF TAXES AND DUTIES (PKR)	PRICE INCLUSIVE OF TAXES AND DUTIES (USD)
Appendix A - 5: Scope of Services			
	Phase-I		
1.	Preparation of up to a maximum eight (8) techno-commercial evaluation reports per year. ¹	Per report:	Per report:
2.	Presentation of the techno-commercial evaluation reports to the governmental authorities.		
3.	Contract Negotiations with LNG suppliers, covering all aspects including commercial and financial other contractual requirements		
4.	Finalization of Contract with LNG supplier(s).		
5.	Presentation of the Negotiated Contract to the governmental authorities for approval.		
6.	Contract Award and Subsequent Activities till Effectiveness of Contract.		
7.	Any other services	Per hour:	Per hour:

Notes:

1. Travel expenses for the presentations of the Techno-commercial Evaluation Reports to governmental authorities will be billed separately.
2. The Consultant will only cover the commercial/financial aspects in Contract Negotiations with the LNG supplier(s).
3. The Consultant will provide support and guidance to PLL on the Finalization of Contract.
4. Travel expenses for presentations of the Negotiated Contract to governmental authorities will be billed separately.
5. The Consultant will be available for guidance on the contract award and subsequent activities via ad-hoc short e-mails and phone conversions for the duration of its agreement with PLL.

¹ The number of reports per year would correspondingly increase in case of any extension of the Contract.

6. For avoidance of doubt, the above breakdown of prices is solely for purposes of invoicing, and not to be deemed as a cap. The only applicable cap under the Contract for the Services provided by the Consultant is the lump sum amount stipulated in 6.1 of the SC.

Appendix D. 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. PLL/CCS/01 Dated [●]

Contract Value: USD [●]

Contract Title: Provision of Commercial consultancy services during the tender evaluation process for the procurement & Import of LNG from International Suppliers during financial years 2019-20 Pakistan LNG Limited Tender Enquiry No. [●]

[Consultant] 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, [Consultant] 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.

[Consultant] 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.

[Consultant] 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, [Consultant] 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 [Consultant] 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 Client/Buyer: Pakistan LNG Limited.

Signature:.....

[Seal]

Name of Consultants /Supplier: [●]

Signature:.....

[Seal]