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# STANDARD REQUEST FOR PROPOSAL

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## **Procurement of Consultancy Services** (Single Stage One Envelope Procedure) (Lumpsum Contract) (National and International Competitive Bidding)



**Public Procurement Regulatory Authority**  
**Pakistan**

June, 2026



## SELECTION OF CONSULTANTS

### REQUEST FOR PROPOSALS

RFP No.: PRCO/CS-KSEW/2026/475

**Selection of Consulting Services for:** Supervision of 1,100 TEU Container Feeder Vessel New building (IACS Member Classification Societies that are Mercantile Marine Department (MMD) Pakistan Approved Recognized Organizations (RO) and consultancy Firms meeting Tender Criteria)

**Procuring Agency:** Pakistan National Shipping Corporation (PNSC)

**Project:** 1,100 TEU Container Feeder Vessel New building

**Issued on:** June 2026



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## PAKISTAN NATIONAL SHIPPING CORPORATION

(Statutory Corporation, Established under the ordinance, XX of 1979)

### REQUEST FOR PROPOSAL (RFP)

Proposal No: PRCD/CS-KSEW/2026/475

**HIRING OF CONSULTANCY SERVICES FOR SUPERVISION OF 1,100 TEU CONTAINER FEEDER VESSEL NEWBUILDING (IACS MEMBER CLASSIFICATION SOCIETIES THAT ARE MERCANTILE MARINE DEPARTMENT (MMD) PAKISTAN APPROVED RECOGNIZED ORGANIZATIONS (RO) AND CONSULTANCY FIRMS MEETING TENDER CRITERIA)**

1. Pakistan National Shipping Corporation (PNSC) invite Proposal for the *Hiring of Consultancy Services for Supervision of 1,100 TEU Container Feeder Vessel New Building (IACS Member Classification Societies that are Mercantile Marine Department (MMD) Pakistan approved Recognized Organizations (RO) and consultancy firms meeting tender criteria)* as per Clause 36(a) of PPR. 2004 read with Rule 7A ibid and 3C least cost method of Consultancy services regulation 2010. Procurement Notice (PN) for the subject Procurement has appeared on Print Media, PPRA and PNSC website.
2. PNSC has reserved the funds for the Procurement Planned during the Financial Year 2026-27. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for *Hiring of Consultancy Services for Supervision of 1,100 TEU Container Feeder Vessel New building (IACS Member Classification Societies that are MMD Pakistan approved Recognized Organizations (RO) and consultancy firms meeting tender criteria)*
3. Further details including evaluation criteria, terms and conditions are available at PNSC website [www.pnsc.com.pk](http://www.pnsc.com.pk) Please note that the method of selection will be Least Cost (LC) Method.
4. Proposals, in accordance with the prescribed criteria, must be received through Email only on procuring agency protected E-mail address: [newbuild.tender@pnsc.com.pk](mailto:newbuild.tender@pnsc.com.pk) latest by 1100 Hours PKT (0600 GMT), on **July 9<sup>th</sup>, 2026**, which will be opened on the same day at 1130 Hours PKT (0630 GMT) in Conference Room, 16<sup>th</sup> Floor, PNSC Building, M.T Khan Road Karachi, in the presence of bidders and/or their representatives, who wish to attend. Any other mode of submission of Bid shall not be entertained or accepted at all.
5. PNSC reserves the right to accept or reject any or all the bid(s) as per PNSC Procurement policy chapter 6 clause 18.

**KHURRUM MIRZA | EXECUTIVE DIRECTOR (SP&PL)**

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**PART I**  
**Section I. Request for Proposal**



Proposal No: PRCD/CS-KSEW/2026/475

for

**HIRING OF CONSULTANCY SERVICES FOR SUPERVISION OF 1,100 TEU CONTAINER FEEDER VESSEL NEWBUILDING (IACS MEMBER CLASSIFICATION SOCIETIES THAT ARE MERCANTILE MARINE DEPARTMENT (MMD) PAKISTAN APPROVED RECOGNIZED ORGANIZATIONS (RO) AND CONSULTANCY FIRMS MEETING TENDER CRITERIA)**

Date: 17 June 2026

1. This Invitation for submission of Proposals follows the Procurement Notice for this Project which has appeared on Print Media, PPRA and PNSC website.
2. The *Pakistan National Shipping Corporation* now invites proposals to provide the following consulting services: *Hiring of consultancy services for supervision of 1,100 TEU container feeder vessel new building (IACS Member Classification Societies that are Mercantile Marine Department (MMD) Pakistan approved Recognized Organizations (RO) and consultancy firms meeting tender criteria)*. 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 *Least Cost Method* and procedures described in this RFP.
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal (STP) - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Eligible Countries
  - Section 6 - Terms of Reference
  - Section 7 - Standard Forms of Contract (*Lump sum Basis*)
6. Please submit your proposal through E-mail only on procuring agency protected E-mail address: [newbuild.tender@pns.com.pk](mailto:newbuild.tender@pns.com.pk)

Yours sincerely,

**KHURRUM MIRZA | EXECUTIVE DIRECTOR (SP&PL)**

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**Section II. 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) Conflict between consulting activities and procurement of goods, works or non-consulting services: 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) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.
- c. **Conflicting relationships**
- (iii) Relationship with the Procuring Agency's staff: 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. **Eligibility Requirements.**
- 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**

8.1. The 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**

9.1. 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.

**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**

12.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. 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 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.

12.11. Any 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.

13.2.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, Withdrawal of bids**

- 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.
- 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 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's 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 Agency 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 the 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 initiated 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**

30.1. 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 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:
- Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
  - Fails to perform his contractual obligations; and Fails to
  - abide by the id 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 the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.



FORM FIN-1  
Financial Proposal Submission Form

{Karachi, Date}

To: [Pakistan National Shipping Corporation PNSC Building M.T Khan Road Karachi]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Hiring of Consultancy services for supervision of 1,100 TEU container feeder vessel new building (IACS Member Classification Societies that are Mercantile Marine Department (MMD) Pakistan approved Recognized Organizations (RO) and Consulting firms meeting tender criteria] 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}



## 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 }	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}	
<b>Cost of the Financial Proposal</b>			
Including:			
(1) Remuneration			
(2) Reimbursable			
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}			
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>			
(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}			
<b>Total Estimate for Indirect Local Tax:</b>			

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





Sample Form

Consultant:  
Assignment:

Country:  
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 {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
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

Nº	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- 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.



1. Proposal Security Form

To: [name of the Procuring Agency]

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 Hiring of Consultancy Services for supervision of 1,100 TEU container feeder vessel new building (IACS Member Classification Societies that are Mercantile Marine Department (MMD) Pakistan approved Recognized Organizations (RO) and Consulting Firms meeting tender criteria] (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 [Pakistan National Shipping Corporation] (hereinafter called "the Procuring Agency") in the sum of [amount] for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Proposal
  - (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
  - (b) Disagreement to arithmetical correction made to the Proposal price; or
  - (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security 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 .....



2. : Proposal Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated.]

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

Proposal No.: PRCD/CS-KSEW/2026/475

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

To: **[Hiring of Consultancy services for supervision of 1,100 TEU container feeder vessel new building (IACS Member Classification Societies that are Mercantile Marine Department (MMD) Pakistan approved Recognized Organizations (RO) and Consulting Firms meeting tender criteria]**

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (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 SRF Documents.

We understand this Proposal Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Proposal Securing Declaration]

Name: [insert complete name of person signing the Proposal Securing Declaration]

Duly authorized to sign the Proposal for and on behalf of: [insert complete name of Service Provider]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)



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### Section V. 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.

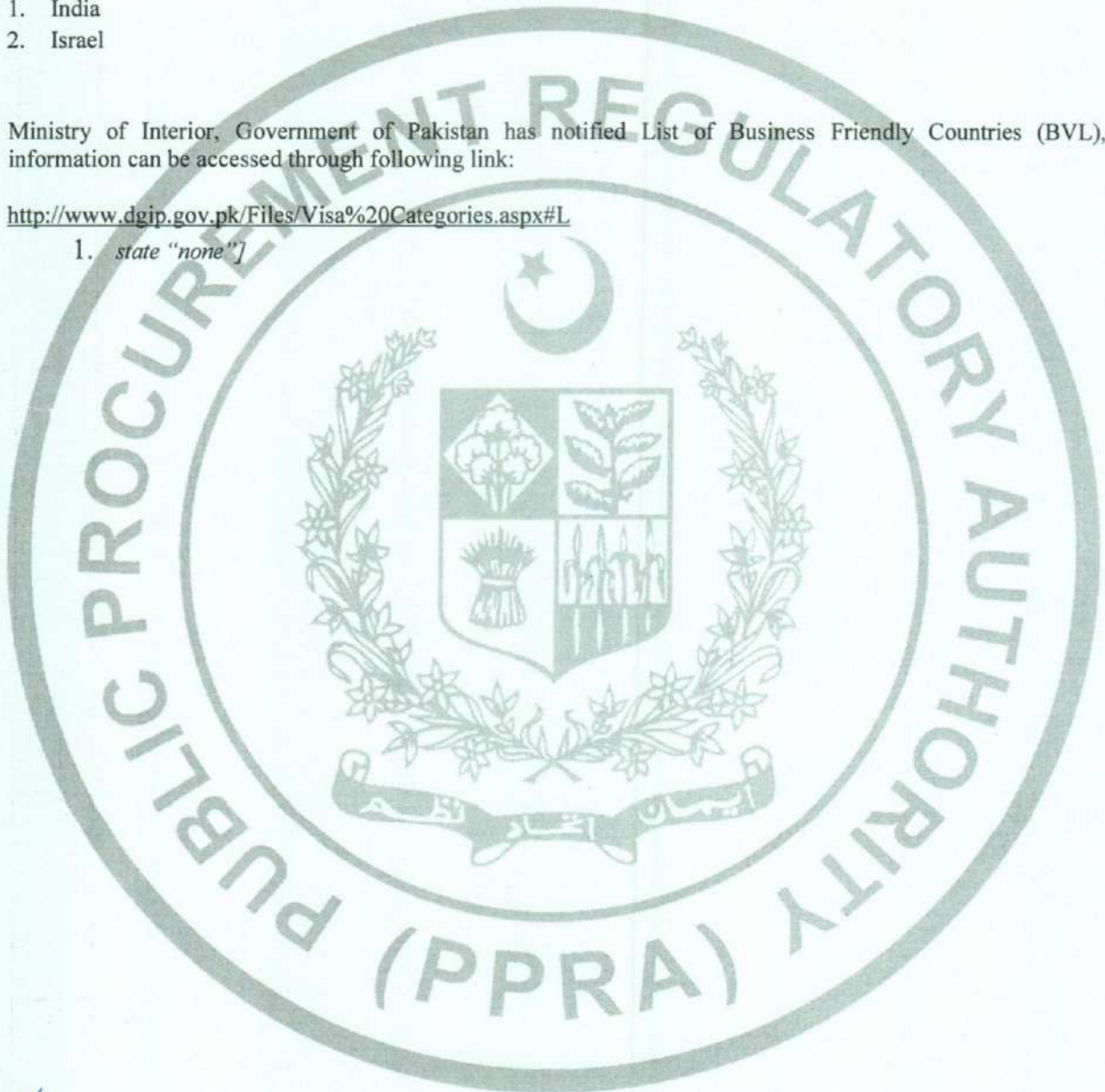
Following countries are ineligible to participate in the procurement process:

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:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

1. state "none"]



## Section VI. Terms of Reference

### 1. BACKGROUND AND OBJECTIVE OF THE PROJECT

- 1.1 Pakistan National Shipping Corporation (PNSC), is a statutory Corporation constituted under Ordinance (XX) of 1979, functioning under the administrative control of the Ministry of Maritime Affairs, Government of Pakistan. PNSC, Pakistan's national flag carrier, is principally engaged in the international shipping business including transportation of dry and liquid bulk cargoes globally, chartering of vessels and other related businesses. PNSC currently manages and operates 14 vessels of various types and sizes, with a total carrying capacity of 996,683 DWT. PNSC is listed on the Pakistan Stock Exchange since 1980.
- 1.2 PNSC intends to commission 1,100 TEUS Container Feeder Vessel being constructed at Karachi Shipyard and Engineering Works Limited, seaworthy vessel capable of transporting containerized commercial cargo (dry and reefers containers) globally. The vessel, including its machinery, equipment and outfitting, is being constructed in accordance with globally accepted standards, shipbuilding practices and the builder's quality standards. The vessel shall meet the specifications of built to comply with the rules and regulations of the International Maritime Organization (IMO), editions and amendments thereto being in force at the date of signing of the contract with the shipbuilder and which have been officially adopted / ratified at the date of signing the contract with the shipbuilder and also come into force as mandatory requirements on or before the delivery date of the vessel. Furthermore, the vessel shall be classed with Bureau Veritas (BV) and registered under Pakistan flag.
- 1.3 Pakistan National Shipping Corporation (PNSC), as Buyer's, is pleased to invite IACS Member Classification Society and are approved Mercantile Marine Department (MMD) Recognized Organizations (ROs) in Pakistan and consultancy firms meeting tender criteria to submit proposals for providing Consultancy Services to PNSC by acting as it's Technical Representative for construction one 1,100 TEU Container Feeder Vessel project, until the completion of the project and warranty period. The scope of Consultancy Services shall be to oversee and supervise document review and actual construction phase of vessel being constructed at Karachi Shipyard and Engineering Works Limited. Physical presence of supervising consultants at shipyard is mandatory throughout the construction and trials phases.

### 2. ELIGIBILITY AND QUALIFICATION:

Participating IACS member Classification Societies that are MMD Recognized Organizations (ROs) in Pakistan and Consultancy Firms must meet following eligibility and qualification criteria:

- 2.1 Shall have the requisite experience of working on New Ship Building projects.
- 2.2 Shall be a member of International Association of Classification Societies (IACS) that are approved Mercantile Marine Department Recognized Organizations (RO) in Pakistan or Consultancy Firms meeting tender criteria.
- 2.3 Not be the vessel's assigned Classification Society i.e. Bureau Veritas (BV)
- 2.4 Have a registered office or permanent technical representation in Pakistan, preferably in Karachi.
- 2.5 Having minimum 05 years of Consultancy Services experience to supervise delivering new building projects, preferably including experience of container vessels of at least 1,100 TEU capacity, with Consultancy responsibilities comprising technical advisory, plan approval and construction supervision for container vessels.
- 2.6 Have proven experience working under BIMCO NEWBUILDCON or similar international shipbuilding contracts.
- 2.7 Preferably, experience of having delivered Consultancy for at least one Eco-design new built vessel.
- 2.8 Having demonstrable in-house capacity for site team providing attendance at the yard premises in Karachi, Pakistan.
- 2.9 Must provide CVs of multidisciplinary experts in Naval Architect, Marine Engineer, Electrical/Automation Engineer, Hull & Coating Specialist, QA/QC Specialist and Outfitting & Machinery Inspector.

### 3. SCOPE OF SERVICES

The Consultant, immediately upon successful award of a Consultancy Service contract with PNSC shall act strictly as Buyer's Technical Representative for safeguarding PNSC's contractual rights for technical, operational and construction liabilities under the Newbuilding Contract executed between PNSC and Karachi Shipyard and Engineering Works Limited.

The said agreement shall be in the format of BIMCO's Standard Agreement for the supervision of vessel construction (SUPERMAN) and all other rules and regulations applicable (as amended from time to time).



The consultant to ensure that all correspondence (digital or otherwise including but not limited to drawing, designs, plans, etc.) between the consultant and the shipyard is also copied to PNSC in a timely and official manner. All records whether soft or hard form shall be property of PNSC.

The consultant shall attend meetings with appointed classification society of vessel and record and within three (03) working days submit minutes of all such meetings to PNSC.

### 3.1 PRE-CONSTRUCTION PHASE

- i. Review Shipbuilding Contract, Technical Specifications, GA Plans.
- ii. Review and comment on Structural drawings, Machinery & propulsion system drawings, Electrical load analysis, Stability booklet, Cargo securing arrangements, Review Maker's list for compliance with contract and Identify deviations and submit gap analysis report.

### 3.2 DESIGN & ENGINEERING PHASE

During the Design and Engineering Phase of the vessel construction, the Consultant shall:

#### i) Continuous Design Review:

Carry out ongoing and systematic review of all design submissions, including general arrangement drawings, structural plans, machinery layouts, and electrical systems, to ensure adherence to project requirements.

#### ii) Compliance Assurance:

Verify that all design outputs comply with the Shipbuilding Contract specifications, applicable Class Rules, Flag State statutory requirements, and relevant IMO Conventions, including but not limited to SOLAS, MARPOL, and Load Line regulations.

#### iii) Plan Approval Verification:

Confirm the status of all required plan approvals and notify the Buyer of any pending, partial, or conditional approvals that may impact construction or regulatory compliance.

#### iv) Reporting:

Prepare and submit monthly Design Review Reports detailing findings, deviations, recommendations, and risk assessments to the Buyer for review and action.

### 3.3. CONSTRUCTION SUPERVISION PHASE (ON-SITE AT KS&EW)

#### 3.3.1 HULL & STRUCTURAL MONITORING

The Consultant shall provide comprehensive supervision and inspection of the vessel's hull and structural works to ensure compliance with the Contract Specifications, approved drawings, and Class requirements. The scope of Hull and Structural Monitoring shall include, but is not limited to:

##### i) Steel Cutting Verification:

Verify that all steel materials conform to contractual specifications and are properly prepared and marked prior to fabrication.

##### ii) Block Fabrication Inspection:

Supervise and inspect the fabrication of hull blocks, ensuring adherence to approved drawings, quality standards, and production schedules.

##### iii) Welding Procedure Compliance:

Ensure that all welding operations comply with approved Welding Procedure Specifications (WPS), including monitoring of workmanship and documentation.

##### iv) Non-Destructive Testing (NDT) Witnessing:

Witness and verify all required NDT activities, ensuring compliance with Class and contractual requirements.

##### v) Dimensional Control:

Monitor and verify block dimensions, alignment, and fit-up during hull assembly to maintain structural integrity and adherence to design tolerances.

##### vi) Coating Inspection:

Supervise the application of protective coatings, verify quality, and ensure compliance with contractual and Class standards.

#### 3.3.2 MACHINERY INSTALLATION

The Consultant shall provide comprehensive supervision and technical oversight of all machinery installation works to ensure compliance with the Shipbuilding Contract, approved plans, and applicable Class Rules. This includes, but is not limited to:

##### i) Main Engine Installation and Alignment:

Verify proper installation, alignment, and commissioning of the main propulsion engine in accordance with manufacturer specifications and Class requirements.

##### ii) Auxiliary Machinery:

Inspect and supervise installation and commissioning of auxiliary engines, generators, and associated systems.



iii) **Shafting and Propulsion System:**

Monitor shaft line alignment, bearings, couplings, and propeller installation to ensure correct integration with the main engine.

iv) **Steering Gear Installation:**

Oversee the installation, calibration, and functional testing of steering gear systems, ensuring operational reliability.

v) **Pumps and Piping Systems:**

Supervise installation, alignment, pressure testing, and leak checks of all essential pumps, pipelines, and associated hydraulic or ballast systems.

vi) **HVAC and Refrigeration Systems:**

Ensure proper installation, testing, and commissioning of heating, ventilation, air-conditioning, and refrigeration systems, verifying operational performance and compliance with contract specifications.

**3.3.3 ELECTRICAL & AUTOMATION**

The Consultant shall provide technical supervision, inspection, and verification of all electrical and automation systems installed on the vessel, ensuring compliance with contract specifications, class rules, and applicable statutory requirements. The scope shall specifically include, but is not limited to, the following:

i) **Switchboards:**

Verify installation, configuration, and operational compliance of main and auxiliary switchboards.

ii) **Power Distribution:**

Inspect power distribution networks, including cabling, panels, and load distribution, ensuring conformity with approved electrical plans and safety standards.

iii) **Navigation Systems:**

Monitor and certify the correct installation, integration, and functionality of navigation and communication equipment.

iv) **Alarm and Monitoring Systems:**

Supervise and verify the installation and operation of alarm, monitoring, and control systems, ensuring accuracy, reliability, and compliance with contractual and regulatory requirements.

**3.3.4 OUTFITTING & ACCOMMODATION**

The Consultant shall oversee and verify all aspects of the vessel's outfitting and accommodation to ensure full compliance with the Contract Specifications, applicable Class Rules, and statutory requirements. Specifically, the Consultant shall:

i) **Accommodation Standards:**

Ensure that all accommodation spaces, living quarters, and associated facilities meet contractual, safety, and ergonomic standards.

ii) **Fire Protection Systems:**

Verify proper design, installation, and functionality of all fire detection, suppression, and prevention systems in accordance with Class Rules and international safety regulations.

iii) **Life-Saving Appliances (LSA) and Fire Fighting Appliances (FFA) Compliance:**

Confirm that all life-saving and firefighting equipment is installed, tested, and compliant with statutory, IMO, and Class requirements.

**3.3.5 QA/QC OVERSIGHT**

The Consultant shall provide comprehensive QA/QC oversight throughout the vessel construction and commissioning phases. Responsibilities shall include, but not be limited to:

i) **Witnessing Critical Tests:**

Attend and witness all essential tests and inspections conducted by the Shipyard or equipment suppliers to ensure compliance with contractual specifications and standards.

ii) **Factory Acceptance Tests (FAT):**

Verify and certify that equipment and systems meet contractually defined performance and quality criteria prior to shipment to the Shipyard.

iii) **Harbour Acceptance Tests (HAT):**

Oversee testing of installed systems at the Shipyard or dock, ensuring proper functionality and integration prior to Sea Trials.

iv) **Sea Acceptance Trials (SAT):**



Witness and evaluate vessel performance under operational conditions at sea, including propulsion, maneuvering, safety systems, and compliance with technical and contractual requirements.

The Consultant shall document findings and submit detailed QA/QC reports to the Buyer, highlighting any deviations, non-conformities, or recommendations for corrective action.

### 3.4 DELIVERABLES, MILESTONES, TIMELINES AND RELATED PAYMENTS

The term of this engagement shall be for a period of approximately twenty-four (24) to thirty-six (36) months ( $\pm 10\%$ ) to commence immediately upon signing of the Contract, unless another date most beneficial to the contracting parties is mutually agreed upon. Milestones for the submission of deliverables and their corresponding payments (refer Form FIN-2 Summary of Costs) shall be as follows:

Sr. No.	Project Phase	Key Deliverables Milestone	Target Timeline	Milestone Trigger	% of Total Fee
1	Mobilization & Contract Review	<ul style="list-style-type: none"> <li>Kick-off meeting report</li> <li>Contract &amp; Spec Compliance Matrix</li> <li>Risk Register (NEWBUILDCON)</li> </ul>	Within 10 days of award	Submission & approval of Inception Report	5%
2	Design & Engineering Review	<ul style="list-style-type: none"> <li>GA &amp; structural drawing review</li> <li>Machinery &amp; electrical review</li> <li>Maker's list verification</li> <li>Design compliance report</li> </ul>	20 days	Approval of Final Design Review Report	5%
3	Block Fabrication & Hull Assembly	<ul style="list-style-type: none"> <li>Welding/NDT witness reports</li> <li>Dimensional control report</li> <li>Coating inspection stage reports</li> </ul>	Month 4-12	Completion of Hull Erection	10%
4	Launching Milestone	<ul style="list-style-type: none"> <li>Pre-launch inspection report</li> <li>Launch readiness certificate</li> </ul>	Approx. Month 12-14	Vessel successfully launched	10%
5	Machinery Installation	<ul style="list-style-type: none"> <li>Main engine installation report</li> <li>Shaft alignment report</li> <li>Aux engines &amp; piping inspection report</li> </ul>	Month 12-18	Machinery substantially installed	15%
6	Electrical & Automation	<ul style="list-style-type: none"> <li>Switchboard inspection</li> <li>Alarm &amp; monitoring compliance</li> <li>Navigation equipment verification and other concurrent activities.</li> </ul>	Month 12-18	Electrical systems energized	10%
7	Harbour Acceptance Tests (HAT)	<ul style="list-style-type: none"> <li>HAT witness report</li> <li>Equipment performance validation</li> <li>Pre-sea trial readiness report</li> </ul>	Month 18-21	Completion of HAT	10%
8	Sea Trials	<ul style="list-style-type: none"> <li>Sea Trial performance report</li> <li>Speed &amp; fuel consumption verification</li> <li>Inclining experiment report</li> </ul>	Month 20-24	Successful Sea Trial completion	10%
9	Delivery	<ul style="list-style-type: none"> <li>Final Compliance Certificate</li> <li>Delivery documentation review</li> <li>Punch list closure confirmation</li> </ul>	At delivery	Delivery protocol signed	15%
10	Post-Delivery Guarantee Support	<ul style="list-style-type: none"> <li>Warranty monitoring reports</li> <li>Defect claim advisory</li> <li>Final guarantee completion report</li> </ul>	12 months post-delivery	Expiry of Guarantee Period	10%
<b>General Services and Requirements</b>					
11	Conduct workshops for training PNSC personnel in acquisition procedures / activities.	Through-out Project Timeline	As may be scheduled subject to mutual agreement of parties.	-	-
12	Producing and submitting detail documentation regarding all of the work undertaken as part of this tender		-	-	-



*\* 10% payment of Consultancy fee of respective milestone shall be deducted from each installment as performance guarantee and will be released in lump sum upon successful completion of above milestones.*

Modification or extension in the foregoing deliverables and timeline shall be allowed subject to PNSC written approval. All payment shall be made through Bank Transfer directly into the Consultant's designated bank account within 30 days from the date that the invoice (in English suitably detailed and free from any errors / omissions) has been received by PNSC. PNSC shall forthwith inform the consultant in the event of any errors / omissions or any further details reasonably required by PNSC and the consultant shall resubmit the revised / amended invoice within 2 working days thereof.

### **3.5. MILESTONE & PAYMENT CERTIFICATION**

In accordance with the provisions of the Shipbuilding Contract executed between PNSC and Karachi Shipyard and Engineering Works Limited, where installment payments are linked to defined construction milestones, the Consultant shall undertake the following responsibilities in accordance with contracted milestones:

i. **Milestone Verification:**

Independently verify and confirm that each contractual milestone has been fully achieved in strict compliance with the Technical Specifications, approved drawings, and contractual requirements.

ii. **Stage Completion Certification:**

Issue a written Milestone Completion Certificate to the Buyer confirming satisfactory completion of the relevant stage prior to release of any installment payment to the Shipyard.

iii. **Pre-Payment Risk Advisory:**

Provide a formal advisory report before each installment release, highlighting any technical, quality, schedule, or contractual risks that may impact the Buyer's interests.

iv. **Monitoring of Liquidated Damages:**

Monitor construction progress against contractual delivery schedules and promptly notify the Buyer of any circumstances that may trigger delay liquidated damages or other contractual remedies under the Shipbuilding Contract.

### **3.6. TRIALS & DELIVERY**

The Consultant shall attend, witness, monitor and technically evaluate all testing, trial and delivery activities of the Vessel in accordance with the Shipbuilding Contract executed. The scope shall include, but not be limited to, the following:

i. **Harbour Acceptance Trials (HAT):**

Attend and witness all harbour trials and commissioning tests of machinery, electrical systems, automation systems and safety equipment to verify compliance with contractual and statutory requirements.

ii. **Inclining Experiment:**

Witness and review the inclining experiment to confirm stability characteristics, lightship weight determination, and compliance with approved stability criteria.

iii. **Sea Trials:**

Attend and witness all sea trials to verify vessel performance, maneuverability, endurance, machinery operation and system integration in accordance with the Contract Specifications.

iv. **Performance Verification:**

Independently verify and confirm that contractual performance guarantees, including but not limited to service speed and fuel consumption parameters, are achieved within permissible contractual tolerances.

v. **Cargo Capacity Compliance:**

Verify that the Vessel meets the contractual cargo intake and capacity requirements, including compliance with the specified capacity of 1100 TEU.

vi. **Final Technical Compliance Report:**

Prepare and submit a comprehensive Technical Compliance Report summarizing trial results, performance verification, outstanding deficiencies, and recommendations prior to delivery.

vii. **Delivery Documentation Review:**

Assist the Buyer in reviewing all delivery documentation, including test certificates, as-built drawings, class/statutory certificates, equipment manuals, spare parts lists, and contractual deliverables prior to execution of the Delivery Protocol.



### 3.7. POST-DELIVERY SUPPORT

Upon delivery of the Vessel and throughout the contractual guarantee period as stipulated under the Shipbuilding Contract executed, the Consultant shall provide the following post-delivery support services:

**i) Guarantee Period Assistance:**

Provide technical advisory support to the Buyer during the entire guarantee period, ensuring that the Vessel's performance remains in compliance with contractual specifications and agreed performance parameters.

**ii) Warranty Claim Identification and Documentation:**

Identify, assess, and formally document all defects, deficiencies, or performance shortfalls attributable to the Builder or equipment manufacturers, and assist the Buyer in preparing and substantiating warranty claims within the prescribed contractual time limits.

**iii) Defect Rectification Advisory:**

Advise the Buyer on appropriate technical remedies, rectification methods, and corrective actions for reported defects, and monitor the adequacy and quality of remedial works undertaken by the Builder or suppliers.

**iv) Monitoring of Guarantee Retention and Outstanding Items:**

Track all outstanding guarantee items, punch list matters, and retention-related obligations, and provide periodic status reports to ensure timely resolution prior to expiry of the guarantee period.

### 4. REPORTING REQUIREMENTS

The Consultant shall establish a structured reporting mechanism and submit formal written reports to the Buyer, namely Pakistan National Shipping Corporation, throughout the duration of the assignment. All reports shall be clear, evidence-based, and supported with inspection records, photographs, test results, and reference to contractual provisions where applicable.

The Consultant shall, at a minimum, provide the following:

**i) Monthly Progress Reports:**

Comprehensive reports detailing physical progress of construction, comparison against approved construction schedule, key activities completed during the reporting period, upcoming milestones, critical issues, and recommendations for corrective action where necessary.

**ii) Risk Assessment Reports:**

Periodic and event-based risk evaluation reports identifying technical, contractual, schedule, quality, and financial risks under the Shipbuilding Contract, together with mitigation measures and advisory recommendations.

**iii) Deviation and Non-Conformity Reports:**

Formal documentation of any deviation from approved drawings, technical specifications, class/flag requirements, or contractual obligations, including assessment of impact, rectification status, and recommendations for Buyer's decision.

**iv) Payment Milestone Certification Reports:**

Independent verification reports confirming completion of contractual milestones and providing recommendation regarding release or withholding of installment payments.

**v) Trial Performance Evaluation Report:**

Detailed evaluation of Harbour Acceptance Tests (HAT), Sea Trials, inclining experiment, speed and fuel consumption performance, and verification of compliance with contractual guarantees.

**vi) Final Delivery Compliance Certificate:**

A comprehensive certification confirming that the Vessel has been constructed and delivered in accordance with the Shipbuilding Contract, approved specifications, applicable statutory and class requirements, and that all outstanding punch list items have been identified and recorded.

All reports shall be submitted to Manager (PMO), PNSC.

### 5. ADVICE ON CONTRACTUAL REMEDIES

The Consultant shall advise PNSC on contractual remedies including delay damages, permissible tolerances, refund guarantees, performance securities, and dispute avoidance mechanisms under Newbuild Contract signed between the parties.

### 6. DURATION OF ASSIGNMENT

The Consultancy Services shall commence from the date of award/signing of the Consultancy Agreement and shall remain in full force and effect until:

- i) Successful delivery of the Vessel to the Buyer in accordance with the Shipbuilding Contract executed between PNSC and Karachi Shipyard and Engineering Works Limited; and



ii) Expiry of the twelve (12) month guarantee/warranty period following delivery of the Vessel, including submission of the Final Guarantee Period Completion Report.

The total expected duration of the assignment is approximately twenty-four (24) to thirty-six (36) months ( $\pm 10\%$ ) from the date of signing of the Consultancy Agreement, subject to adjustment in case of construction delays or extension of the guarantee period under the Shipbuilding Contract.

#### 7. TEAM DEPLOYMENT REQUIREMENT

The Consultant shall ensure adequate and timely deployment of qualified technical personnel to effectively discharge its obligations under the Consultancy Services. In this regard:

**i) Resident Site Representative:**

The Consultant shall deploy at least one (01) suitably qualified and experienced resident Site Surveyor/Engineer at Karachi Shipyard & Engineering Works during critical construction phases, including but not limited to hull erection, machinery installation, system integration, and pre-delivery stages. The resident representative shall act as the primary on-site liaison with the Shipyard and report directly to the Buyer.

**ii) Specialist Deployment:**

The Consultant shall mobilize additional subject-matter specialists (e.g., Marine Engineer, Naval Architect, Electrical/Automation Engineer, Coating/QA Specialist) as required during key milestones such as main engine installation, dry docking/launching, Harbour Acceptance Tests (HAT), Sea Trials, and other critical activities.

**iii) Emergency/Short-Notice Availability:**

The Consultant shall ensure immediate availability of appropriate technical personnel for urgent inspections, incident investigations, or unscheduled critical activities, upon reasonable notice from the Buyer.

#### 8. CONFLICT OF INTEREST

The Consultant shall maintain complete independence and impartiality in the execution of the assignment. In this regard, the following conditions shall apply:

**i) Declaration of Independence:**

The Consultant shall submit a written declaration confirming the absence of any actual, potential, or perceived conflict of interest that may affect the performance of its duties under this assignment.

**ii) No Financial or Technical Interest:**

The Consultant shall not have, directly or indirectly, any financial, commercial, contractual, or technical interest or stake in the Shipyard, its subcontractors, or any Original Equipment Manufacturer (OEM) associated with the vessel construction.

**iii) Independence from Assigned Classification Society:**

The Consultant shall not act on behalf of, represent, or be affiliated with the vessel's assigned Classification Society, in any capacity that may compromise its independent advisory role to the Buyer.

#### 9. DELIVERABLES

The Consultant shall prepare, maintain, and submit the following deliverables throughout the execution of the Shipbuilding Contract entered between PNSC and Karachi Shipyard and Engineering Works Limited:

**i) Technical Compliance Matrix:**

A comprehensive and continuously updated matrix mapping the approved design, construction works, equipment supply, and testing results against the agreed Technical Specifications and contractual requirements, clearly identifying any deviations or non-conformities.

**ii) Contractual Risk Register:**

A structured and periodically updated Risk Register identifying technical, commercial, and schedule-related risks arising under the executed Newbuilding Contract, together with recommended mitigation measures to safeguard the Buyer's interests.

**iii) Variation Order preparation with Impact Analysis:**

Detailed technical and contractual assessment of all proposed or issued Variation Orders, including evaluation of their impact on cost, schedule, performance parameters, warranties, and Buyer's contractual rights.

**iv) Delay Impact Advisory:**

Formal advisory reports analyzing any actual or potential delays in construction progress, including assessment of entitlement to extensions of time, exposure to liquidated damages, and recommended actions for contract enforcement.

**v) Final Delivery Recommendation:**



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A comprehensive final assessment report prior to vessel delivery, confirming the extent of compliance with contractual specifications, identifying outstanding deficiencies (if any), and providing a formal recommendation to the Buyer regarding acceptance and delivery of the vessel.

**10. PROPOSAL SUBMISSION REQUIREMENTS**

Interested IACS Member Classification Societies that are Mercantile Marine Department (MMD) Pakistan approved Recognized Organizations (RO) and consulting firms meeting tender criteria (other than vessel Class Society – BV) are required to submit a comprehensive proposal comprising the following documentation:

**i) IACS Membership Evidence:**

A detailed company profile outlining organizational structure, core competencies, global presence, and documentary proof of valid membership of the International Association of Classification Societies that are Mercantile Marine Department (MMD) Pakistan approved Recognized Organizations (RO) and consulting firms meeting tender criteria.

**ii) Relevant Experience:**

A list of comparable shipbuilding supervision assignments of vessels undertaken during last five (05) years, specifically involving newbuilding projects of container vessels. The list shall include project description, vessel type and size, client name, location of shipyard, duration, and scope of services performed.

**iii) Proposed Project Team:**

Curriculum Vitae (CVs) of the proposed key experts, clearly indicating academic qualifications, professional certifications, years of experience, and relevant newbuilding supervision experience.

**iv) Technical Approach and Work Plan:**

A detailed methodology describing the proposed approach to supervision, inspection, reporting, risk monitoring, and milestone certification, along with a tentative deployment schedule aligned with the vessel construction timeline.

**v) Financial Proposal:**

A separate financial proposal indicating the total lump-sum Consultancy fee, detailed man-day rate breakdown for each category of expert, and any other reimbursable costs, with applicable taxes clearly specified.



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PART II

Section VII. Conditions of Contract and Contract Forms  
**(BIMCO SUPERMAN)**

Section VIII  
STANDARD FORM OF CONTRACT

Contract for Consultant's Services

Project Name Hiring of Consultancy Services For Supervision of 1,100 TEU Container Feeder Vessel New building (IACS Member Classification Societies that are Mercantile Marine Department (MMD) Pakistan approved Recognized Organizations (RO) and Consulting Firms Meeting Tender Criteria)

Contract No. PRCD/CS-KSEW/2026/475

between

PAKISTAN NATIONAL SHIPPING CORPORATION  
*[Name of the Procuring Agency]*

and

\_\_\_\_\_  
*[Name of the Consultant]*

Dated: \_\_\_\_\_



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3. Form of Contract

**BIMCO SUPERMAN TO BE USED AS PER INDUSTRY PRACTICE**



## 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.]*



**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 <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
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: \_\_\_\_\_



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### 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. ]*





# BIMCO

## SUPERMAN

STANDARD AGREEMENT FOR THE  
SUPERVISION OF VESSEL CONSTRUCTION

1. Place and date of Agreement		2. Commencement date (Cl. 2)	
3. Company (Cl. 1) (i) Name:  (ii) Place of registered office:  (iii) Law of registry:		4. Supervisors (Cl. 1) (i) Name:  (ii) Place of registered office:  (iii) Law of registry:	
5. Shipyard (state name and address) (Cl. 1) Click here to enter text. Click here to enter text.		6. Vessel (Cl. 1 and Annex A) (i) Hull number:  (ii) IMO number: Click here to enter text. (iii) Specification number:	
7. Classification Society (Cl. 1) Click here to enter text.	8. Flag State (Cl. 1) Click here to enter text.	9. Contractual Date of Delivery (Cl. 1)	
10. Scope of Services (tick each box below if agreed) (see Annex B (Schedule of Fees)) (Cl. 1)  (i) Specification review <input type="checkbox"/> (ii) Makers List review <input type="checkbox"/> (iii) Plan approval <input type="checkbox"/> (iv) Site supervision <input type="checkbox"/>		11. Supervisors' nominated bank account (Cl. 10(a))	
12. Interest (state rate of interest to apply after due date to outstanding sums) (Cl. 9(a))		13. Delays to delivery (state number of days to apply) (Cl. 17(d)(iii))	
14. Supervisors' maximum liability (state amount) (Cl. 14(b))		15. Fee on early termination/Maximum costs (state number of months of Fee and maximum costs to apply) (Cl. 17(f))	
16. Dispute resolution (state (a), (b), (c) or (d) of Cl. 18, as agreed; if (c) agreed also state whether Singapore or English law to apply; if (d) agreed also state place of the law governing this Contract and place of arbitration) (Cl. 18)			
17. Notices (state full style contact details for serving notice and communication to the Company) (Cl. 19(a))		18. Notices (state full style contact details for serving notice and communication to the Supervisors) (Cl. 19(a))	

It is mutually agreed between the party stated in Box 3 and the party stated in Box 4 that this Agreement consisting of PART I and PART II as well as Annexes "A" (Vessel Details), "B" (Schedule of Fees), "C" (Supervisors' Budget), "D" (Associated Vessels) and "E" (Site Team) attached hereto, shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of PART I and Annexes "A", "B", "C", "D" and "E" shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Company)	Signature (Supervisors)
---------------------	-------------------------

PART II  
SUPERMAN - Standard Agreement for the Supervision of Vessel Construction

1 **SECTION 1 – Basis of the Agreement**

2 **1. Definitions**

3 In this Agreement save where the context otherwise requires, the following words and expressions  
4 shall have the meanings hereby assigned to them:

5 "**Affiliate**" means a company, partnership, or other legal entity which controls, is controlled by, or is  
6 under common control with, a party. For the purposes of this definition, the term "control" means  
7 the direct or indirect ownership of fifty per cent (50%) or more of the issued share capital or any  
8 kind of voting rights in a company, partnership, or legal entity, and "controls", "controlled" and  
9 "under common control" shall be construed accordingly.

10 "**Buyer**" means the party which shall purchase, take delivery of and pay for the Vessel under the  
11 Shipyard Contract.

12 "**Buyer's Supplies**" means all of the items to be provided by the Company in accordance with the  
13 Shipyard Contract.

14 "**Classification Society**" means the classification society stated in Box 7.

15 "**Company**" means the party identified in Box 3.

16 "**Company Representative**" means Buyer's Representative under the Shipyard Contract.

17 "**Contractual Date of Delivery**" means the date stated in Box 9.

18 "**Date of Delivery**" means the date on which the Vessel is delivered by the Shipyard.

19 "**Flag State**" means the State of the flag as stated in Box 8.

20 "**Makers List**" means the list of suppliers and manufacturers of equipment, machinery and services  
21 stated in the Shipyard Contract.

22 "**Shipyard**" means the place or places stated in Box 5.

23 "**Shipyard Contract**" means the contract between the Company or its Affiliate and the Shipyard as  
24 may be attached under Annex A (Vessel Details), including the specification, plans and drawings  
25 and Makers List, and all modifications, amendments and supplements as agreed from time to time.

26 "**Site Office**" means the office of the Supervisors at the Shipyard.

27 "**Specification number**" means the reference number of the specification as set out in the  
28 Shipyard Contract.

29 "**Supervision Services**" means the services specified in Section 2 (Scope of Services), Clauses 4  
30 to 7 for which the Supervisors are stated in Box 10 to be responsible therein, and all other  
31 functions performed by the Supervisors under the terms of this Agreement.

32 "**Supervisors**" means the party providing Supervision Services as identified in Box 4.

33 "**Site Team**" means the persons listed in Annex E (Site Team).

34 "**Supervisors' Fee**" means the fee for the agreed Supervision Services stated in Annex B  
35 (Schedule of Fees).

## PART II

## SUPERMAN - Standard Agreement for the Supervision of Vessel Construction

36 "Vessel" means the vessel named in Box 6 details of which are set out in Annex A (Vessel Details)  
37 attached hereto.

38 **2. Commencement and Appointment**

39 With effect from the commencement date stated in Box 2 until the completion of the Supervision  
40 Services, the Company hereby appoint the Supervisors and the Supervisors hereby agree to act  
41 as the Supervisors of the Vessel in respect of the Supervision Services.

42 **3. Authority of the Supervisors**

43 Subject to the terms and conditions herein provided, during the period of this Agreement, the  
44 Company hereby appoints the Supervisors, and the Supervisors hereby agree to act as agents for  
45 and on behalf of the Company in relation to the Supervision Services.

46 The Supervisors shall have authority to take such actions as they may from time to time in their  
47 absolute discretion consider necessary to enable them to fulfil their obligations under this  
48 Agreement.

49 The Company shall arrange in a timely manner any authorisations which may be necessary for the  
50 Supervisors to perform the Supervision Services.

WORKING COPY

PART II  
SUPERMAN - Standard Agreement for the Supervision of Vessel Construction

51 **SECTION 2 – Scope of Services**

52 **4. Specification Review**

53 The Supervisors shall review and advise on the specification giving consideration to the  
54 Company's intended trading and operational requirements for the Vessel, and its maintenance.

55 **5. Makers List Review**

56 The Supervisors shall review and advise on the proposed list of suppliers and manufacturers of  
57 equipment, machinery and services.

58 **6. Plan Approval**

59 The Supervisors' plan approval services shall comprise of the following:

60 (a) reviewing, commenting on and approving the plans and drawings submitted by the Shipyard to  
61 ensure compliance with the Shipyard Contract; and

62 (b) reviewing, commenting on and approving the Shipyard's selection of suppliers and  
63 manufacturers of equipment, machinery and services from the Makers List.

64 The Supervisors shall give consideration to the Vessel's intended trading and operational  
65 requirements and its maintenance when carrying out plan approval.

66 **7. Site Supervision**

67 (a) The Supervisors' site supervision services shall include, but not be limited to, the following:

68 (i) providing a suitably qualified and competent Site Team comprising of the personnel as stated  
69 in Annex E (Site Team) and maintaining a Site Office at the Shipyard;

70 (ii) planning and attending meetings with the Shipyard to review the construction of the Vessel  
71 under the Shipyard Contract;

72 (iii) carrying out periodic inspections of the Vessel during its construction; and

73 (iv) attending tests, trials and inspections relating to the Vessel at the Shipyard and premises of  
74 sub-contractors in accordance with the Shipyard Contract.

75 (b) If the Supervisors identify or become aware of any non-conformity with the Shipyard Contract  
76 they shall report it to the Shipyard and the Company and shall inform the Company of the action  
77 proposed or taken by the Shipyard to address and close the non-conformity.

78 (c) The Supervisors shall:

79 (i) provide their Site Team with equipment for inspections (including inspection instrumentation  
80 and tools), personal protective equipment, office hardware and software as necessary;

81 (ii) liaise with the classification society and flag administration in accordance with the Shipyard  
82 Contract;

83 (iii) provide assistance to the Company in supervising the receipt, storage, installation,  
84 commissioning and testing of the equipment which form part of the Buyer's Supplies as per  
85 the Shipyard Contract; and

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- 86 (iv) If they become aware of any changes in laws, rules, regulations and requirements of the  
87 Classification Society and the Regulatory Authorities applicable to the Vessel, inform the  
88 Company to consider whether or not a waiver of compliance should be sought.

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89 **SECTION 3 – Obligations**

90 **8. Supervisors' Obligations**

91 The Supervisors shall:

92 (a) perform the Supervision Services in accordance with sound industry practice for ship  
93 construction supervision;

94 (b) maintain records of work carried out in performance of the Supervision Services;

95 (c) provide periodic written reports to the Company in a form and with content and frequency  
96 agreed between the parties; and

97 (d) not accept any deviation from or variation to the Shipyard Contract without the prior written  
98 consent of the Company.

99  
100 Provided however, that in the performance of the Supervision Services, the Supervisors shall be  
101 entitled to have regard to their overall responsibility in relation to all vessels as may from time to  
102 time be entrusted to their supervision. In particular, but without prejudice to the generality of the  
103 foregoing, the Supervisors shall be entitled to allocate available supplies, manpower and services  
104 in such manner as in the prevailing circumstances the Supervisors in their absolute discretion  
105 consider to be fair and reasonable.

106 **9. Company's Obligations**

107 The Company shall:

108 (a) pay all sums due to the Supervisors punctually in accordance with the terms of this Agreement.  
109 In the event of payment after the due date of any outstanding sums the Supervisors shall be  
110 entitled to charge interest at the rate stated in Box 12;

111 (b) provide the Supervisors with a copy of the Shipyard Contract or sufficient information thereof to  
112 enable the Supervisors to perform the Supervision Services;

113 (c) notwithstanding sub-clause (b), procure that the Supervisors are provided in a timely manner  
114 with a full set of plans and drawings and such other technical information as the Supervisors may  
115 reasonably require, sufficient to perform the Supervision Services;

116 (d) procure that the Supervisors have access to the Shipyard, Vessel, workshops, and anywhere  
117 else, including sub-contractor's premises, where work or storage of items connected with the  
118 construction of the Vessel is being performed, sufficient to perform the Supervision Services; and

119 (e) communicate promptly to the Supervisors any modifications, amendments or supplements to  
120 the Shipyard Contract that may materially affect the Supervision Services.

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121 **SECTION 4 - Fees, Expenses and Budgets**

122 **10. Supervisors' Fee and Expenses**

123 (a) The Company shall pay to the Supervisors a Supervisors' Fee as stated in Annex B (Schedule  
124 of Fees) for their Supervision Services. The Supervisors' Fee shall be payable to the Supervisors'  
125 nominated account stated in Box 11.

126 (b) The Supervisors shall, at no extra cost to the Company, provide their own office  
127 accommodation, office staff, facilities and stationery, excluding the Site Office. Without limiting the  
128 generality of this Clause 10 (Supervisors' Fee and Expenses), the Company shall reimburse the  
129 Supervisors for postage and communication expenses, travelling expenses, and other out of  
130 pocket expenses properly incurred by the Supervisors in pursuance of the Supervision Services.  
131 Any days used by the Supervisors' personnel travelling to or from, or attending on the Vessel or  
132 otherwise used in connection with the Supervision Services in excess of those agreed in the  
133 budget shall be charged at the daily rate stated in Annex B (Schedule of Fees).

134 **11. Budgets and Management of Funds**

135 (a) The Supervisors' budget is set out in Annex C (Supervisors' Budget) hereto.

136 (b) The Supervisors shall prepare and present to the Company their estimate of the working capital  
137 requirement and shall each month request the Company in writing to pay the funds required to  
138 perform the Supervision Services for the ensuing month, including the payment of any agreed  
139 unbudgeted expenditure. Such funds shall be received by the Supervisors within ten (10) running  
140 days after the receipt by the Company of the Supervisors' written request and shall be held to the  
141 credit of the Company in a separate bank account.

142 (c) The Supervisors shall at all times maintain and keep true and correct accounts in respect of the  
143 Supervision Services in accordance with the relevant International Financial Reporting Standards  
144 or such other standard as the parties may agree, including records of all costs and expenditure  
145 incurred, and produce a comparison between budgeted and actual expenditure in such form and at  
146 such intervals as shall be mutually agreed.

147 The Supervisors shall make such accounts available for inspection and auditing by the Company  
148 and/or their representatives in the Supervisors' offices or by electronic means, provided reasonable  
149 notice is given by the Company.

150 (d) Notwithstanding anything contained herein, the Supervisors shall in no circumstances be  
151 required to use or commit their own funds to finance the provision of the Supervision Services.

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152 **SECTION 5 – Legal, General and Duration of Agreement**

153 **12. Replacement**

154 The Company may require the replacement as soon as possible of any member of the Site Team  
155 found, on reasonable grounds, to be unsuitable.

156 **13. Supervisors' Right to Sub-Contract**

157 The Supervisors shall not sub-contract any of their obligations hereunder without the prior written  
158 consent of the Company which shall not be unreasonably withheld. In the event of such a sub-  
159 contract the Supervisors shall remain fully liable for the due performance of their obligations under  
160 this Agreement.

161 **14. Responsibilities**

162 **(a) Force Majeure**

163 Neither party shall be liable for any loss, damage or delay due to any of the following force majeure  
164 events and/or conditions to the extent that the party invoking force majeure is prevented or  
165 hindered from performing any or all of their obligations under this Agreement, provided they have  
166 made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or  
167 conditions:

- 168 (i) acts of God;
- 169 (ii) any government requisition, control, intervention, requirement or interference;
- 170 (iii) any circumstances arising out of war, threatened act of war or warlike operations, acts of  
171 terrorism, sabotage or piracy, or the consequences thereof;
- 172 (iv) riots, civil commotion, blockades or embargoes;
- 173 (v) epidemics;
- 174 (vi) earthquakes, landslides, floods or other extraordinary weather conditions;
- 175 (vii) strikes, lockouts or other industrial action, unless limited to the employees (which shall not  
176 include the Company's personnel) of the party seeking to invoke force majeure;
- 177 (viii) fire, accident, explosion except where caused by negligence of the party seeking to invoke  
178 force majeure; and
- 179 (ix) any other similar cause beyond the reasonable control of either party.

180 **(b) Liability to the Company**

181 Without prejudice to Sub-clause 14(a), the Supervisors shall be under no liability whatsoever to the  
182 Company for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect,  
183 (including but not limited to loss of profit arising out of or in connection with detention of or delay to  
184 the Vessel) and howsoever arising in the course of performance of the Supervision Services  
185 **UNLESS** same is proved to have resulted solely from the negligence, gross negligence or wilful  
186 default of the Supervisors or their employees or agents, or sub-contractors employed by them in  
187 connection with the Vessel, in which case (save where loss, damage, delay or expense has  
188 resulted from the Supervisors' personal act or omission committed with the intent to cause same or

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189 recklessly and with knowledge that such loss, damage, delay or expense would probably result)  
190 the Supervisors' liability for each incident or series of incidents giving rise to a claim or claims shall  
191 never exceed a total of ten (10) times the equivalent of the Supervisors' Fee payable hereunder or  
192 such other sum as may be agreed by the parties and stated in Box 14, provided that the Company  
193 shall have notified the Supervisors of such loss, damage, delay or expense, howsoever arising,  
194 within twelve (12) months from the earlier of the date of delivery of the Vessel or the date of  
195 termination of the Agreement under Clause 17 (Termination).

196 **(c) Supervisors' Professional Indemnity Insurance**

197 The Supervisors shall have and maintain professional indemnity insurance to meet its liability to  
198 the Company under Sub-clause 14(b).

199 **(d) Indemnity**

200 Except to the extent and solely for the amount therein set out that the Supervisors would be liable  
201 under Sub-clause 14(b), the Company hereby undertakes to keep the Supervisors and their  
202 employees, agents and sub-contractors indemnified and to hold them harmless against all actions,  
203 proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought  
204 against them or incurred or suffered by them arising out of or in connection with the performance of  
205 the Agreement, and against and in respect of all costs, loss, damages and expenses (including  
206 legal costs and expenses on a full indemnity basis) which the Supervisors may suffer or incur  
207 (either directly or indirectly) in the course of the performance of this Agreement.

208 **(e) "Himalaya"**

209 It is hereby expressly agreed that no employee or agent of the Supervisors (including every  
210 sub-contractor from time to time employed by the Supervisors) shall in any circumstances  
211 whatsoever be under any liability whatsoever to the Company for any loss, damage or delay of  
212 whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on their  
213 part while acting in the course of or in connection with their employment and, without prejudice to  
214 the generality of the foregoing provisions in this Clause 14 (Responsibilities), every exemption,  
215 limitation, condition and liberty herein contained and every right, exemption from liability, defence  
216 and immunity of whatsoever nature applicable to the Supervisors or to which the Supervisors are  
217 entitled hereunder shall also be available and shall extend to protect every such employee or agent  
218 of the Supervisors acting as aforesaid and for the purpose of all the foregoing provisions of this  
219 Clause 14 (Responsibilities) the Supervisors are or shall be deemed to be acting as agent or  
220 trustee on behalf of and for the benefit of all persons who are or might be their servants or agents  
221 from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent  
222 be or be deemed to be parties to this Agreement.

223 **15. General Administration**

224 **(a)** The Supervisors shall keep the Company informed in a timely manner of any incident of which  
225 the Supervisors become aware which gives or may give rise to claims or disputes involving third  
226 parties.

227 **(b)** On giving reasonable notice, the Company may request, and the Supervisors shall in a timely  
228 manner make available, all documentation, information and records in respect of the matters  
229 covered by this Agreement.

230 **(c)** On giving reasonable notice, the Supervisors may request, and the Company shall in a timely  
231 manner make available, all documentation, information and records in respect of the matters  
232 covered by this Agreement.

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233 16. Compliance with Laws and Regulations

234 The Parties shall not do or permit to be done anything which might cause any breach or  
235 infringement of the laws and regulations of the Flag State and the place where the Vessel is under  
236 construction or to which the Company and Supervisors are subject.

237 17. Termination

238 (a) Unless otherwise agreed, this Agreement will terminate upon completion of performance of the  
239 Supervision Services which shall be deemed to occur upon delivery of the Vessel by the Shipyard  
240 to the Buyer.

241 (b) If either party fails to meet their obligations under this Agreement, the other party may give  
242 notice to the party in default requiring them to remedy it. In the event that the party in default fails  
243 to remedy it within a reasonable time to the reasonable satisfaction of the other party, that party  
244 shall be entitled to terminate this Agreement with immediate effect by giving notice to the party in  
245 default.

246 (c) Notwithstanding Sub-clause 17(b), the Supervisors shall be entitled to terminate the Agreement  
247 with immediate effect by giving notice to the Company if any monies payable by the Company  
248 under this Agreement and/or in respect of any Associated Vessel, details of which are listed in  
249 Annex D (Associated Vessels), shall not have been received within the number of days stated in  
250 Clause 11(b).

251 (d) This Agreement shall be deemed to be terminated in the case of:

252 (i) the termination, transfer or novation of the Shipyard Contract; or

253 (ii) the Vessel becoming an actual or constructive total loss at any time prior to delivery; or

254 (iii) the aggregate of delays to the delivery of the Vessel by virtue of events which fall within Clause  
255 14(a) (Force Majeure) and any other events exceeding the number of days stated in Box 13. If Box  
256 13 is left blank then 180 days shall apply.

257 (e) This Agreement shall terminate forthwith in the event of an order being made or resolution  
258 passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for  
259 the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed, or if it  
260 suspends payment, ceases to carry on business or makes any special arrangement or composition  
261 with its creditors.

262 (f) In the event of the early termination of this Agreement under Sub-clauses 17(b) to 17(e) for any  
263 reason other than by default by the Supervisors, the Supervisors' Fee shall continue to be payable  
264 for a further period of the number of months stated in Box 15 as from the effective date of  
265 termination. If Box 15 is left blank then three (3) months shall apply. In addition, the Company shall  
266 pay any costs reasonably incurred by the Supervisors as a consequence of the early termination,  
267 including but not limited to severance costs which the Supervisors are legally required to pay the  
268 members of the Site Team as a result of the early termination of their contracts of service, which  
269 shall not exceed the amount stated in Box 15. The Supervisors shall use their reasonable  
270 endeavours to minimise such costs.

271 (g) On the termination, for whatever reason, of this Agreement, the Supervisors shall release to the  
272 Company, if so requested, all plans, drawings, technical information and other documents and  
273 accounts specifically relating to the Supervision Services.

274 (h) The termination of this Agreement shall be without prejudice to all rights accrued due between

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275 the parties prior to the date of termination.

276 **18. BIMCO Dispute Resolution Clause 2016**

277 (a)\* This Agreement shall be governed by and construed in accordance with English law and any  
278 dispute arising out of or in connection with this Agreement shall be referred to arbitration in London  
279 in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof  
280 save to the extent necessary to give effect to the provisions of this Clause.

281 The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association  
282 (LMAA) Terms current at the time when the arbitration proceedings are commenced.

283 The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall  
284 appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the  
285 other Party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating  
286 that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator  
287 and gives notice that it has done so within the fourteen (14) days specified. If the other Party does  
288 not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days  
289 specified, the Party referring a dispute to arbitration may, without the requirement of any further  
290 prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other  
291 Party accordingly. The award of the sole arbitrator shall be binding on both Parties as if he had  
292 been appointed by agreement.

293 Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for  
294 the appointment of a sole arbitrator.

295 In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such  
296 other sum as the Parties may agree) the arbitration shall be conducted in accordance with the  
297 LMAA Small Claims Procedure current at the time when the arbitration proceedings are  
298 commenced.

299 (b)\* This Agreement shall be governed by U.S. maritime law or, if this Agreement is not a maritime  
300 contract under U.S. law, by the laws of the State of New York. Any dispute arising out of or in  
301 connection with this Agreement shall be referred to three (3) persons at New York, one to be  
302 appointed by each of the parties hereto, and the third by the two so chosen. The decision of the  
303 arbitrators or any two of them shall be final, and for the purposes of enforcing any award, judgment  
304 may be entered on an award by any court of competent jurisdiction. The proceedings shall be  
305 conducted in accordance with the SMA Rules current as of the date of this Agreement.

306 In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such  
307 other sum as the parties may agree) the arbitration shall be conducted in accordance with the SMA  
308 Rules for Shortened Arbitration Procedure current as of the date of this Agreement.

309 (c)\* This Agreement shall be governed by and construed in accordance with Singapore\*\*/English\*\*  
310 law.

311 Any dispute arising out of or in connection with this Agreement, including any question regarding  
312 its existence, validity or termination shall be referred to and finally resolved by arbitration in  
313 Singapore in accordance with the Singapore International Arbitration Act (Chapter 143A) and any  
314 statutory modification or re-enactment thereof save to the extent necessary to give effect to the  
315 provisions of this Clause.

316 The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore  
317 Chamber of Maritime Arbitration (SCMA) current at the time when the arbitration proceedings are  
318 commenced.

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319 The reference to arbitration of disputes under this clause shall be to three arbitrators. A Party  
320 wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such  
321 appointment in writing to the other Party requiring the other Party to appoint its own arbitrator and  
322 give notice that it has done so within fourteen (14) calendar days of that notice and stating that it  
323 will appoint its own arbitrator as sole arbitrator unless the other Party appoints its own arbitrator  
324 and gives notice that it has done so within the fourteen (14) days specified. If the other Party does  
325 not give notice that it has done so within the fourteen (14) days specified, the Party referring a  
326 dispute to arbitration may, without the requirement of any further prior notice to the other Party,  
327 appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a  
328 sole arbitrator shall be binding on both Parties as if he had been appointed by agreement.

329 Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for  
330 the appointment of a sole arbitrator.

331 In cases where neither the claim nor any counterclaim exceeds the sum of USD 75,000 (or such  
332 other sum as the Parties may agree) the arbitration shall be conducted before a single arbitrator in  
333 accordance with the SCMA Small Claims Procedure current at the time when the arbitration  
334 proceedings are commenced.

335 (d)\* This Agreement shall be governed by and construed in accordance with the laws of the place  
336 mutually agreed by the Parties and any dispute arising out of or in connection with this Agreement  
337 shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable  
338 there.

339 (e) Save in respect of Sub-clause (b), the parties may agree at any time to refer to mediation any  
340 difference and/or dispute arising out of or in connection with this Agreement. In the case of any  
341 dispute in respect of which arbitration has been commenced under Sub-clause (a), (c) or (d), the  
342 following shall apply:

343 (i) Either Party may at any time and from time to time elect to refer the dispute or part of the  
344 dispute to mediation by service on the other Party of a written notice (the "Mediation Notice")  
345 calling on the other Party to agree to mediation.

346 (ii) The other Party shall thereupon within fourteen (14) calendar days of receipt of the Mediation  
347 Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a  
348 mediator within a further fourteen (14) calendar days, failing which on the application of either  
349 Party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such  
350 person as the Tribunal may designate for that purpose. The mediation shall be conducted in such  
351 place and in accordance with such procedure and on such terms as the Parties may agree or, in  
352 the event of disagreement, as may be set by the mediator.

353 (iii) If the other Party does not agree to mediate, that fact may be brought to the attention of the  
354 Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration  
355 as between the Parties.

356 (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as  
357 it considers necessary to protect its interest.

358 (v) Either Party may advise the Tribunal that they have agreed to mediation. The arbitration  
359 procedure shall continue during the conduct of the mediation but the Tribunal may take the  
360 mediation timetable into account when setting the timetable for steps in the arbitration.

361 (vi) Unless otherwise agreed or specified in the mediation terms, each Party shall bear its own  
362 costs incurred in the mediation and the Parties shall share equally the mediator's costs and  
363 expenses.

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364 (vii) The mediation process shall be without prejudice and confidential and no information or  
365 documents disclosed during it shall be revealed to the Tribunal except to the extent that they are  
366 disclosable under the law and procedure governing the arbitration.

367 *(Note: The Parties should be aware that the mediation process may not necessarily interrupt time*  
368 *limits.)*

369 \* Sub-clauses (a), (b), (c) and (d) are alternatives; indicate alternative agreed in Box 16. If Box 16  
370 is not filled in, then sub-clause (a) of this Clause shall apply. Sub-clause (e) shall apply in all cases  
371 except for alternative (b).

372 \*\* Singapore and English law are alternatives; if Sub-clause (c) agreed also indicate choice of  
373 Singapore or English law. If neither or both are indicated, then English law shall apply by default.

374 **19. Notices**

375 (a) All notices given by either party or their agents to the other party or their agents in accordance  
376 with the provisions of this Agreement shall be in writing and shall, unless specifically provided in  
377 this Agreement to the contrary, be sent to the address for that other party as set out in Boxes 17  
378 and 18 or as appropriate or to such other address as the other party may designate in writing.

379 A notice may be sent by registered or recorded mail, facsimile, electronically or delivered by hand  
380 in accordance with this Sub-clause 19(a).

381 (b) Any notice given under this Agreement shall take effect on receipt by the other party and shall  
382 be deemed to have been received:

383 (i) if posted, on the seventh (7<sup>th</sup>) day after posting;

384 (ii) if sent by facsimile or electronically, on the day of transmission; and

385 (iii) if delivered by hand, on the day of delivery.

386 In each case, proof of posting, handing in or transmission shall be proof that notice has been  
387 given, unless proven to the contrary.

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388

**SECTION 6 – General**

389

**20. Entire Agreement**

390  
391  
392

The written terms of this Agreement comprise the entire agreement between the Company and the Supervisors in relation to the Supervision Services and supersede all previous agreements whether oral or written between the Parties in relation thereto.

393  
394  
395

Each of the Parties acknowledges that in entering into this Agreement it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether or not made negligently) other than as is expressly set out in this Agreement.

396  
397  
398

Any terms implied into this Agreement by any applicable statute or law are hereby excluded to the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude any liability for fraud.

399

**21. Third Party Rights**

400  
401

Except to the extent provided in Sub-clauses 14(d) (Indemnity) and 14(e) ("Himalaya"), no third parties may enforce any term of this Agreement.

402

**22. Partial Validity**

403  
404  
405  
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409

If any provision of this Agreement is, or becomes or is held by any arbitrator or other competent body to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible, the provision shall be deemed to be deleted from this Agreement to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

410

**23. Interpretation**

411

In this Agreement:

412

**(a) Singular/Plural**

413

The singular includes the plural and vice versa as the context admits or requires.

414

**(b) Headings**

415  
416

The index and headings to the clauses and appendices to this Agreement are for convenience only and shall not affect its construction or interpretation.

417

**(c) Day**

418

"Day" means a calendar day unless expressly stated to the contrary.

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SUPERMAN - ANNEX B (SCHEDULE OF FEES)

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**SUPERMAN - ANNEX D (ASSOCIATED VESSELS)**

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NOTE: PARTIES SHOULD BE AWARE THAT BY COMPLETING THIS ANNEX D THEY WILL BE SUBJECT TO THE PROVISIONS OF SUB-CLAUSE 17(c) OF THIS AGREEMENT.

Date of Agreement:

Details of Associated Vessels:

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