



# PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PIDC) PVT LIMITED



## PROCUREMENT OF CONSULTANCY SERVICES FOR DESIGNING & CONSTRUCTION SUPERVISION OF PIDC BUILDING AT F-8 MARKAZ ISLAMABAD

### Request for Expression of Interest (EOI)

1. **Pakistan Industrial Development Corporation Pvt. Limited**, a State-Owned Enterprise (SOE) invites Expressions of Interest (EOI) from reputed Architectural/ Engineering consultant firms having relevant expertise and successful record for the designing & construction supervision of iconic buildings (especially multi-story commercial buildings located at Islamabad).
2. The work comprises of designing and construction supervision of a multi-story building at PIDC plot located at Islamabad, as per the bylaws of Capital Development Authority (CDA). The detailed Scope of work is provided in the Request for Proposal (RFP), which includes the following but not limited to:
  - Onsite surveys, investigations & environmental impact assessment
  - Detailed architectural and structural designing including all utilities, networks and allied works
  - Conduct complete process for construction contract(s) & detailed construction supervision.
3. Eligibility/ Qualification Criteria is mentioned in RFP including but not limited to:
  - Updated PEC/PCATP certificate bearing relevant codes.
  - Active tax payer in all relevant tax authorities.
  - Bidder must have completed construction phase of at least 01 project of multi-story commercial/office/similar nature building in Rawalpindi/Islamabad in the last 05 years.
  - Bidder must not be Blacklisted & not in litigation with any Government organization on any project.
4. Interested bidders are requested to submit their proposals on “**Single Stage Two Envelope**” basis i.e., Technical & Financial. The Technical proposals shall be evaluated according to the criteria given in RFP. Financial proposals of only technically qualified bidders shall be opened and will be awarded on a “**Quality- and Cost-Based Selection (QCBS)**” method.
5. In order to clarify bidder's queries for the captioned work, a pre-bid meeting has been scheduled on **22<sup>nd</sup> July, 2024** at the below mentioned address at **1100 hours**.
6. The proposals should be accompanied by bid security (refundable) amounting to **Rs 0.5 million** in shape of pay order / demand draft in favor of the Pakistan Industrial Development Corporation (pvt) Ltd. The bid security should be made part of Technical Proposal.
7. The interested Consultants are requested to submit their Technical and Financial Proposal latest by **15<sup>th</sup> August, 2024** till **1130 hours** to the address given below. The Technical Proposals will be opened on the same day at **1200 hours**. Delayed/conditional/telegraphic Proposals will not be entertained.
8. The Request for EOI & RFP can be downloaded from the websites of PPRA & PIDC ([www.pidc.com.pk](http://www.pidc.com.pk)). PIDC reserves the right to accept or reject any or all applications as per PPRA rules.

#### DEPUTY GENERAL MANAGER

Pakistan Industrial Development Corporation (PIDC)

IFC Building, Plot No. 13, F-5/1, Islamabad

Tel: 051-9208909/9208905

Email: [taj.rizvi@pidc.com.pk](mailto:taj.rizvi@pidc.com.pk); [aftab.hyder@pidc.com.pk](mailto:aftab.hyder@pidc.com.pk)

Web: [www.pidc.com.pk](http://www.pidc.com.pk)



**PAKISTAN INDUSTRIAL  
DEVELOPMENT CORPORATION  
(PIDC)**



**REQUEST FOR PROPOSAL (RFP)**

**Tender No.: PIDC/TENDER/TECH/022**

**PROCUREMENT OF CONSULTANCY SERVICES  
FOR**

**DESIGNING & CONSTRUCTION SUPERVISION OF PIDC BUILDING  
(HAVING A THREAD-LINE GALLERY) LOCATED AT F-8 MARKAZ,  
ISLAMABAD**

**July, 2024**

## **DESIGNING & CONSTRUCTION SUPERVISION OF PIDC BUILDING (HAVING A THREAD-LINE GALLERY) LOCATED AT F-8 MARKAZ, ISLAMABAD**

Pakistan Industrial Development Corporation (PIDC), a State-Owned Enterprise (SOE) under the administrative control of Federal Ministry of Industries & Production.

PIDC was established in 1952 through Act of Parliament, with the objective to set up capital intensive industries in such sectors where the private investor was reluctant and where long gestation period was involved. PIDC established 94 such industrial units throughout the country on Build Operate and Transfer (BOT) model, which played key role in country's industrial development.

The Role of PIDC was redefined in 2004-05 as an "Industry Facilitator" organization, with the objective to act as a primary vehicle for facilitating industrialization, fostering spirit of enterprise, facilitate entrepreneurs and to promote Industry through skill development and provision of common facility centers to help private Sector in specific sectors. PIDC, through its Industrial Infrastructure Division, was entrusted to develop focused industrial growth in Pakistan through world-class industrial parks all over the country

PIDC intends to procure Consultancy Services for the designing & construction supervision of PIDC building (located at Islamabad) as per Capital Development Authority (CDA) bylaws. Details regarding the assignment are provided in the Part – C of this document.

This Request for Proposal (RFP) consists of the following Parts:

- Part A – Letter of Invitation
- Part B – Instructions to Consultants
- Part C – Terms of Reference / Scope of Work
- Part D – Eligibility/ Qualification Criteria
- Part E – Submission Forms
- Part F – Draft Contract Agreement

The Financial Proposal shall be on **Lump sum** basis. Draft Contract Agreement is attached in Part – F and will be used for final contract agreement with the successful bidder.

## PART A LETTER OF INVITATION

To: -----

Subject: **Designing & Construction Supervision of PIDC Building (having a Thread-Line Gallery) Located at F-8 Markaz, Islamabad**

**Pakistan Industrial Development Corporation (PIDC)**, a State-Owned Enterprise (SOE) invites Expressions of Interest (EOI) from reputed Architectural/ Engineering consultant firms having relevant expertise and successful record for the designing & construction supervision of iconic buildings (especially commercial buildings located at Islamabad).

The detailed Scope of works is provided in Request for Proposal (RFP), the assignment is comprising of the designing and construction supervision of PIDC building (having a Thread-Line Gallery) located at F-8 Markaz, Islamabad as per the bylaws of Capital Development Authority (CDA). Scope of Works is mentioned in the Part – C (Terms of Reference / Scope of Work). Eligibility/ Qualification Criteria has been given in Part-D of this document. Other details have also been mentioned in the document.

Interested bidders are requested to submit their proposals on “**Single Stage Two Envelope**” basis i.e., Technical & Financial. The Technical proposals shall be evaluated according to the criteria given in RFP. Financial proposals of only technically qualified bidders shall be opened and will be awarded on a “**Quality- and Cost-Based Selection (QCBS)**” method.

Envelope containing the proposal shall be clearly marked the name/details of the Consultant and name of the assignment. The Proposals should be accompanied by bid security (refundable) amounting to **PKR. 0.5 million** in shape of either pay order / demand draft in favour of the Pakistan Industrial Development Corporation. (Pvt.) Ltd. The bid security should be made part of Technical Proposal.

In order to clarify bidder’s queries for the captioned work, a pre-bid meeting has been scheduled on **22<sup>nd</sup> July, 2024** at the below mentioned address at **1100 hours**.

The interested Consultants are requested to submit their Technical and Financial Proposals latest by **15<sup>th</sup> August, 2024** till **1130 hours**. The Technical Proposals will be opened on the same day at **1200 hours**. Delayed/conditional/telegraphic Proposals will not be entertained.

PIDC reserves the right to accept or reject any or all applications as per PPRA rules. Interested parties should submit their proposals to the under sign at the address given below:

**DEPUTY GENERAL MANAGER**  
**Pakistan Industrial Development Corporation (PIDC)**  
**IFC Building, Plot No. 13, F-5/1, Islamabad**  
**Tel: 051-9208909/9208905**  
**Email: taj.rizvi@pidc.com.pk; aftab.hyder@pidc.com.pk**  
**Web: [www.pidc.com.pk](http://www.pidc.com.pk)**

**PART A**  
**INSTRUCTIONS TO CONSULTANTS**

<b>A. Preparation of Proposals</b>	
<b>1. Definitions</b>	<p>1.1 Definition</p> <ul style="list-style-type: none"> <li>a) "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.</li> <li>b) "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.</li> <li>c) "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).</li> <li>d) "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.</li> <li>e) "Day" means a calendar day.</li> <li>f) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</li> <li>g) "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.</li> <li>h) "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.</li> <li>i) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</li> <li>j) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.</li> <li>k) "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.</li> </ul>

	<p>l) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>m) "RFP" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.</p> <p>n) "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>o) "SRFP" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.</p> <p>p) "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.</p> <p>q) "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.</p>
<p><b>2. Introduction</b></p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p><b>3. Conflict of Interest</b></p>	<p>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.</p> <p>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</p>

	<p>disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<b>b. Conflicting assignments</b>	<p>(ii) <u>Conflict among consulting assignments</u>: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.</p>
<b>c. Conflicting relationships</b>	<p>(iii) <u>Relationship with the Procuring Agency's staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p>
<b>4. Unfair Competitive Advantage</b>	<p>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.</p>

<p><b>5. Corrupt and Fraudulent Practices</b></p>	<p>5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>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.</p>
<p><b>6.</b></p>	<p>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.</p> <p>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.</p> <p>As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<p><b>a. Sanctions</b></p>	<p>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 <b>Data Sheet</b>.</p>
<p><b>b. Prohibitions</b></p>	<p>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).</p>
<p><b>c. Restrictions for public employees</b></p>	<p>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</p> <ul style="list-style-type: none"> <li>(i) are on leave of absence without pay, or have resigned or retired;</li> <li>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</li> </ul> <p>(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</p> <ul style="list-style-type: none"> <li>(iii) their hiring would not create a conflict of interest.</li> </ul>



<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	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.
<b>8. Cost of Preparation of Proposal</b>	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.
<b>9. Language</b>	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.
<b>10. Documents Comprising the Proposal</b>	10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b> . If specified in the <b>Data Sheet</b> , 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.
<b>11. Only One Proposal</b>	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 <b>Data Sheet</b> and subject to regulatory instructions, if any.
<b>12. Proposal Validity</b>	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

	<p>further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p>
<p><b>a. Extension of Validity Period</b></p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p><b>b. Substitution of Key Experts at Validity Extension</b></p>	<p>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.</p> <p>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.</p>
<p><b>c. Sub-Contracting</b></p>	<p>12.9 The Consultant shall not subcontract the whole of the Services.</p>
	<p>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.</p>
	<p>12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.</p>
	<p>12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.</p>
	<p>12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the</p>

	Successful Consultant, and furnishing the performance security.
	<p>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:</p> <ul style="list-style-type: none"> <li>(a) if the Consultant withdraws its Proposal, except as provided in <b>ITC 12.6</b> or</li> <li>(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) sign the contract, or</li> <li>(ii) furnish the required performance security</li> </ul> </li> </ul>
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> 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 <b>Data Sheet</b>. 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:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul> <p>13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<b>14. Preparation of Proposals – Specific Considerations</b>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> <li>i. The Procuring Agency may indicate in the <b>Data Sheet</b> 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</li> </ul>

	<p>Proposal shall be based on the Consultant's own estimates for the same.</p> <p>ii. If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) 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 <b>Data Sheet</b>.</p> <p>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 <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<b>15. Technical Proposal Format and Content</b>	<p>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.</p> <p>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 <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.</p>
<b>16. Financial Proposal</b>	<p>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 <b>Data Sheet</b>.</p>
<b>a. Taxes</b>	<p>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.</p>
<b>b. Currency of Proposal</b>	<p>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.</p>
<b>c. Currency of Payment</b>	<p>16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
<b>C. Submission, Opening and Evaluation</b>	
<b>17. Submission, Sealing, and Marking of Proposals</b>	<p>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 <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the</p>

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.

<p><b>Withdrawal of bids</b></p>	<p>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.</p> <p>17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.</p> <p>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.</p>
<p><b>18. Confidentiality</b></p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p><b>19. Opening of Proposal (Technical Proposals)</b></p>	<p>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 <b>BDS</b>. The Consultant’ representatives present shall sign a register as proof of their attendance.</p> <p>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.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>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 <b>Data Sheet</b>). The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC.</p> <p>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 <b>Data Sheet</b>.</p>
<p><b>20. Proposals Evaluation</b></p>	<p>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.</p> <p>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.</p>
<p><b>21. Evaluation of Technical Proposals</b></p>	<p>21.1 The Procuring Agency’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the TORs &amp; RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical</p>

	<p>score. A Proposal shall be rejected at this stage if it doesn't respond to important aspects of RFP or if it fails to achieve the minimum technical score indicated in <b>Data Sheet</b>.</p>
<p><b>22. Financial Proposals for QBS</b></p>	<p>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.</p> <p>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.</p>
<p><b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Data Sheet</b>) is optional and is at the Consultant's choice.</p> <p>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.</p>
<p><b>24. Correction of Errors</b></p>	<p>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.</p>
<p><b>a. Time-Based Contracts</b></p>	<p>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</p>



	<p>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.</p>
<b>25. Taxes</b>	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 <b>Data Sheet</b> .
<b>26. Conversion to Single Currency</b>	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 <b>Data Sheet</b> .
<b>27. Combined Quality &amp; Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	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>b. Fixed-Budget Selection (FBS)</b>	<p>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.</p> <p>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.</p>
<b>Least-Cost Selection</b>	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.
<b>D. Negotiations and Award</b>	
<b>28. Negotiations</b>	<p>28.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.</p>

<p><b>a. Availability of Key Experts</b></p>	<p>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.</p> <p>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.</p>
<p><b>b. Technical negotiations</b></p>	<p>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.</p>
<p><b>c. Financial Negotiations</b></p>	<p>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.</p>
<p><b>29. Conclusion of Negotiations</b></p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative.</p> <p>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.</p>
<p><b>30. Award of Contract</b></p>	<p>30. Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been</p>

	<p>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:</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITC 6;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>
<p><b>31. Grievance Redressal Mechanism</b></p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>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.</p> <p>31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>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".</p> <p>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.</p>

	<p>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.</p> <p>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.</p> <p>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.</p>
<p><b>32. Mechanism of Blacklisting</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; &amp; fails to abide by the bid securing declaration;</li> </ul> <p>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.</p> <p>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</p> <p>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.</p> <p>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.</p> <p>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</p>

	<p>the basis of the available record and personal hearing of the bidder or contractor, if availed.</p>
32.7	<p>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.</p>
32.8	<p>The Procuring Agency shall communicate to the bidder or contractor the order of debaring 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.</p>
32.9	<p>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.</p>
32.10	<p>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.</p>
32.11	<p>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.</p>
32.12	<p>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.</p>

## PROPOSAL DATA SHEET

<b>A. General</b>	
ITC Clause Reference	
2.1	<p><b>Name of the Procuring Agency:</b>  <u>PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT.) LTD.</u></p> <p><b>Method of selection:</b>  <u>"Quality- and Cost-Based Selection (QCBS)"</u></p>
2.2	<p><b>Financial Proposal is to be submitted in separate envelope as per the Single Stage Two Envelop Bidding Procedure</b></p> <p>The name of the assignment is:  <u>Designing and construction supervision of PIDC building (having a Thread-Line Gallery) located at F-8 Markaz, Islamabad</u></p>
2.2	<p><b>A pre-B conference/meeting will be held:</b></p> <p>Date of pre-bid conference/meeting: <b>22<sup>nd</sup> July, 2024</b>  Time: <b>11:00 a.m.</b>  Address: <b><u>IFC Building, Plot No. 13, F-5/1, Islamabad</u></b>  Telephone: <u>051-9208909/9208905; +92 21 35685041-9, +92 21 38266666-69.</u>  E-mail: <u>sana.anis@pidc.com.pk ; aftab.hyder@pidc.com.pk;</u>  <u>taj.rizvi@pidc.com.pk</u>  Contact person/conference coordinator: <u>Sana Anis; Aftab Hyder Shaikh</u>  Zoom Link: will be provided on request</p>
2.3	<p><b>The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p>
4.1	<p><i>Not Applicable</i></p>
6.3.1	<p><b>The debarred firms and individuals as mentioned at the PPRA website (<a href="https://ppra.org.pk/">https://ppra.org.pk/</a>) will be rejected before evaluation.</b></p>
<b>B. Preparation of Proposals</b>	
9.1	<p>The language of the Bid is <b><i>English</i></b>  <u>All submissions and correspondence shall be in English Language.</u>  The proposals prepared by the Bidder and all correspondence and documents relating to the proposals, exchanged by the Bidder shall be written in the</p>

	English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by a notarized English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.
10.1	<p><b>The Proposal shall comprise the following:</b>  <u>The Proposal shall comprise the requisite documents and forms provided in RFP.</u></p> <p><b><u>TECHNICAL PROPOSAL</u></b>  Consultant(s) need to submit one original and three (03) true copies of technical proposal. The signed Proposal shall be marked "ORIGINAL", and its copy marked "COPY" as appropriate. All copies shall be made from the signed original. If there are discrepancies between the original and the copy, the original shall prevail.</p> <p>The original and copy of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", name of the assignment, name and address of the Consultant.</p> <p><b><u>FINANCIAL PROPOSAL</u></b>  Similarly, the original Financial Proposal (no copy is required) shall be placed inside a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>The sealed envelopes containing Technical &amp; Financial Proposals; shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, Consultant's name and the address.</p>
10.2	<p><b>Statement of Undertaking is required</b>  Yes  An Undertaking shall be submitted with the proposal, on letter head, stating that the submitted documents (original or copies) are true and Procuring Agency may take an action in case of any fraudulent act or forgery.</p>
11.1	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b>  Yes  In case of any, the details of Sub-consultants, Key Experts and Non-Key Experts shall be given in the proposal under consideration.</p>
12.1	Proposals shall be valid for <b>120 days</b> from the date of opening of Technical Proposal
12.1	The proposals should be accompanied by bid security (refundable) amounting to <b>PKR. 0.5 million</b> in shape of either pay order / demand draft in favor of the

	<p>Pakistan Industrial Development Corporation. (Pvt.) Ltd. The bid security should be made part of Technical Proposal.</p> <p>In addition, the Bid Security of the successful consultant will be discharged upon the signing of contract on written request. The Bid Security of other consultants will be discharged upon signing of Contract with the successful consultant.</p>
13.1	<p><b>Clarifications may be requested no later than 10 days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:  Telephone: <u>051-9208909/9208905; +92 21 35685041-9, +92 21 38266666-69,</u>  E-mail: <a href="mailto:sana.anis@pidc.com.pk">sana.anis@pidc.com.pk</a> ; <a href="mailto:aftab.hyder@pidc.com.pk">aftab.hyder@pidc.com.pk</a>;  Contact person: <u>Sana Anis; Aftab Hyder Shaikh</u></p>
15.2	<p>The Technical Proposal shall be comprising of data required in the evaluation/selection criteria and forms as mentioned in Part – D &amp; E (excluding financial proposal forms where cost mention therein)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16	<ol style="list-style-type: none"> <li>1. The Financial proposal shall be based on form 4 &amp; 5 and deemed to be inclusive of all expenses, applicable taxes and duties.</li> <li>2. The currency of contract will be Pak Rupees.</li> <li>3. Any proposal containing alternate/ conditional Bid will be rejected.</li> <li>4. No price adjustment provision will be applicable.</li> <li>5. The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price</li> </ol>
<b>C. Submission, Opening and Evaluation</b>	
17.1	The electronic submission of proposal is not applicable.
17.4	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> One (1) original and Three (3) copies;  (b) <b>Financial Proposal:</b> one (1) original.</p>
17.7 and 17.9	<p><b>The Proposals must be submitted no later than:</b>  Date: <b>15<sup>th</sup> August, 2024</b>  Time: <b>11:30 a.m.</b></p> <p>The Proposal submission address is:  <b>DEPUTY GENERAL MANAGER</b>  Pakistan Industrial Development Corporation (PIDC)  IFC Building, Plot No. 13, F-5/1, Islamabad  Tel: 051-9208905/9208922</p>



19.5	<p><b>An online option of the opening of the Technical Proposals is offered:</b> No</p> <p><b>The opening shall take place at:</b> Same as the Proposal submission address</p> <p><b>Date: 15<sup>th</sup> August, 2024</b> Time: 12:00 noon</p>
21.1	The Eligibility/ Qualification criteria is mentioned in the Part – D of this RFP
23.1	<p><b>An online option of the opening of the Financial Proposals is offered:</b> No</p>
25.1	<p>The Financial proposal shall be based on form 4 &amp; 5 and deemed to be inclusive of all expenses, applicable taxes and duties.</p> <p>The cost of Stamp Duty on Contract Agreement will also deem to be included in the Contract Price</p>
27.1	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b> T = 80, and P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
<b>D. Negotiations and Award</b>	
28.1	Will be communicated later
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</p> <p><b>PPRA website</b></p> <p>The publication will be done as per PPRA Rules.</p>
30.2	Will be communicated to the successful bidder

## **PART – C**

### **TERMS OF REFERENCE (TORs) / SCOPE OF WORK**

**Pakistan Industrial Development Corporation (PIDC)** intends to construct iconic multi-story building having a Thread-line Gallery on PIDC plot no. 19, measuring 90'x105', having an area of 1050 square yards located at F-8 Markaz.

The prospective Consultant is required to follow all the applicable provisions, rules/ regulations & standards and to ensure the maximum utilization of the space/ height/ stories as per the Capital Development Authority (CDA) bylaws.

Consultant's Scope of Work (SOW) will comprise all the activities detailed hereinafter, including those which are necessary to ensure satisfactory completion of the major tasks listed below, even if such activities may not be specifically detailed in the below SOW;

#### **A. Onsite Survey, Investigations & Environmental Impact Assessment**

- a) Verification of site boundary and layout
- b) Geotechnical Investigations & Topographical survey
- c) Comprehensive Environmental impact Assessment (EIA) study and obtaining No Objection Certificate (NOC)/ Environmental Management Plan (EMP) from relevant authority
- d) NOC from the Civil Aviation Authority (CAA) & Pakistan Air Force (PAF), if required

#### **B. Preparation of Detailed Design**

The scope of services for this phase includes but not limited to:

- a) Detailed Architectural & Structural Designing
  - i. Detailed architectural designing including facade works
  - ii. Detailed structural designing including internal & external electrification/ lighting, sewerage, water supply network, and allied works as per by-laws of the relevant authorities.
  - iii. Thread-line Gallery design
  - iv. Heating Ventilation and Air Conditioning (HVAC) system, mechanical works
  - v. Elevator &/or Escalator
  - vi. Firefighting system
  - vii. CCTV, Safety & Security System
  - viii. Detailed furniture & fixtures lay-out plan, list of furniture along with the specifications.
  - ix. Plan for green areas, car parking and any other allied facility not specifically mentioned herein but are implied to provide for this building.

b) Preparation of Tender and Bidding Documents and selection of Contractors

- i. Preparation of complete bidding documents (including bill of quantities - BOQs) and engineering estimates with appropriate rate analysis (where required).
- ii. Conduct complete pre-qualification/ bidding process for construction contract(s) of above-mentioned works till award of works (as per PPRA rules) and furnish recommendation accordingly
- iii. Verification of all pre-requisite for contract award including stamp duties, securities/ guarantees and insurances etc.
- iv. Preparation of all Construction Drawings

**C. Construction Supervision**

The Consultants shall be responsible for providing construction supervision services throughout the duration of the project.

The services to be provided by the Consultants shall include all duties according to the terms and conditions set in construction contract(s) but not be limited to:

a) Project Management

- i. Record management on site, preparation of monthly progress report/ presentation and monitor physical & financial progress;
- ii. Verification of all payment certificates submitted by contractor;

b) Construction Contract Administration

- i. Conduct conference/ meetings to be held between PIDC & consultant/ contractor and preparation of minutes of meeting;
- ii. Review of Contractor's submittals in compliance of Contract Documents;
- iii. Coordinate with Contractor and Client to conclude claims and disputes at all levels (if any).
- iv. Timely submission of any record/ drawings during construction.

c) Field Inspection

- i. Review & inspection of works in compliance of Contract documents.
- ii. Recommend and monitor corrective actions taken by Contractor needed to fix a work which is not in compliance with the Contract Documents;
- iii. Record Digital photos of work in progress;
- iv. Field Inspection/ Quality assurance/ materials testing services /Review and approve test reports submitted by the contractor;
- v. Check sites/ work places in compliance of safety & health standards and notify in case of non-compliance.
- vi. Review and approval of Contractor's survey layouts and levels.
- vii. Inspect installation of electro-mechanical equipment as per the manufacturer guidelines and tender documents.
- viii. Testing, commissioning and energization of equipment and systems

- ix. Maintaining all records of inspections and testing.

d) Project Closure

The Consultants shall be responsible for providing services during construction closeout including, Defect Liability Period. Services during construction closeout shall include, but not be limited to:

- i. Site inspection to determine the works' completion according to Contract Documents and rectification of any defect(s) therein;
- ii. Preparation of punch list and inspection of remedial actions;
- iii. Review and approval of operation/ maintenance manuals and spare parts lists.
- iv. Review and approve As-built drawings submitted by the Contractor;
- v. Recommendation to Client as to the release of payments, securities/ insurances and retention to Contractor.
- vi. Review and recommendation/certification of Contractor's Final Bill.
- vii. Finalize the handing over/taking over of site.
- viii. Recommend and issue Taking Over Certificate and Defect Liability Certificate.
- ix. Issuance of Project Completion Report and Certificate.

**Deliverables**

Consultant will be responsible to provide soft (editable) copies along with the coloured hard copies (03 sets) of the following;

1. At least 03 options of 3D model of the buildings shall be submitted to PIDC for approval in soft & hard copy. However, a 3D physical model of the approved design shall be submitted.
2. Schedule (Timeline) of all activities on Primavera or MS Project for project covering whole SOW
3. Geotechnical Investigation and Topographic Reports
4. EIA Study and No Objection Certificate/ Environmental Management Plan from Environmental Protection Agency
5. Design Reports along with design calculations (complete Architectural/ Structural and interior designing & allied works)
6. Prequalification/ bidding documents including tender drawings, specifications & BOQ
7. Prequalification and bid evaluation report
8. Construction Drawings
9. Engineering Estimates along with Measurement sheets and Rate Analysis of all items of BOQ, proposed package(s) details based on nature of work (if any)
10. Minutes of Meeting & Progress Reports
11. Any other deliverable required as per construction contract

**Note:**

1. The design and construction of the building shall conform to the following performance standards which require the adoption of efficient practices, designs, methods and technologies that resulting in cost savings and least impact on the environment;

- Energy/ Water Efficiency standards
  - Site & Material Sustainability
  - Solid Waste Management
  - Indoor Environmental Quality standards.
2. The design/ construction shall be done to meet applicable requirements/provisions/ bylaws/rules/regulations of all concern relevant departments inclusive of CDA.
  3. The consultants will be responsible to project presentations/ collaboration with the CDA & other stakeholders for the permissions/ approvals, PIDC will facilitate in this regard.
  4. The reports, designs, BOQs, estimates & other documents should be prepared as per standards to avoid unpleasant/ unpredictable cost impact on the project.
  5. Draft designs & reports should be shared with PIDC for review & comment prior to final submissions.

### **TENTATIVE DURATION OF ASSIGNMENT**

Eight (08) Months for designing & pre-construction activities including selection of contractors. Twenty-Four (24) months for the construction supervision.

### **PAYMENT**

The payments will be made through cross-cheque to the consultant(s) on the completion and submission of deliverables after deducting applicable government taxes.

### **PAYMENT FOR CONSTRUCTION SUPERVISION**

The mode of payment during construction supervision shall be carried out as per following equation:

$$\frac{\text{Amount of IPC of Construction Contract}}{\text{Total Amount of Construction Contract (s)}} \times \text{Consultants Contract Price for Construction Supervision}$$

**Total amount of Construction Contract (s)** will be initially based on the Engineer's Estimate and modified upon the award and finalization of Construction Contract.



## **PART – D**

### **ELIGIBILITY/ QUALIFICATION CRITERIA**

#### **I. Eligibility/ Mandatory Criteria**

- The firm should have PCATP/ Pakistan Engineering Council (PEC) registration certificate bearing relevant codes (for the scope of work), valid for the current year, attach copy of certificate
- The bidder should be an Active Tax Payer with relevant tax authorities, copies of registration certificates are required.
- The firm must not be Blacklisted with any Governmental Organization on any project (An Affidavit on stamp paper is required)
- Bidder must have completed construction phase of at least 01 project of multi-story commercial/office/similar nature building in Rawalpindi/Islamabad in the last 05 years.

#### **II. Qualification/ Selection Criteria**

To qualify, applicant must score an aggregate 70 marks out of 100, whereas 50% marks is mandatory to achieve in each category. The weightage / marks for different categories will be followed as per table given below:

<b>S. No.</b>	<b>Category</b>	<b>Max. Marks</b>
A	Profile of Firm	07
B	Experience	36
C	Work Methodology, Schedule and Proposed Architectural Designs	23
D	Personnel Capabilities	34

#### **Note:**

- Documentary proof of project completion/in hand issued by the relevant Client is required
- PCATP number of Architect and PEC numbers of Engineers should be given.
- Copies of Educational certificates and CVs of Key Personnel (experienced in building design/construction sector) should be attached. The proposed staff should be dedicated for the PIDC building.
- For Joint Ventures Cumulative Marking will be done. One of Joint Venture Firm must fulfil all the requirements of Eligibility Criteria.
- The marks on the methodology, schedule and proposed designs will be given fairly at the sole discretion of Client / Technical Evaluation Committee in the PIDC's interest, an objection from any bidder will not be acceptable.

S. No.	Category	Max. Marks																																																
<b>A</b>	<b>Profile of Firm</b>	<b>07 Marks</b>																																																
A1	Ownership and Organizational Structure of the firms including year of establishment and office setup (attach copy of incorporation certificate).	07 Marks																																																
	<table border="1"> <thead> <tr> <th>Min. Experience</th> <th>Type of Firm</th> <th>Offices</th> </tr> </thead> <tbody> <tr> <td>10-12 years (1Mark)</td> <td>Sole Proprietor/ others (1 Mark)</td> <td rowspan="2">Anywhere in Pakistan but not in Rawalpindi/Islamabad (1 Mark)</td> </tr> <tr> <td rowspan="2">Above12 years (2 Mark)</td> <td>Joint Venture (2 Mark)</td> </tr> <tr> <td></td> <td>Pvt./ Public Ltd (3Marks)</td> <td>Rawalpindi/Islamabad (2 Mark)</td> </tr> </tbody> </table>		Min. Experience	Type of Firm	Offices	10-12 years (1Mark)	Sole Proprietor/ others (1 Mark)	Anywhere in Pakistan but not in Rawalpindi/Islamabad (1 Mark)	Above12 years (2 Mark)	Joint Venture (2 Mark)		Pvt./ Public Ltd (3Marks)	Rawalpindi/Islamabad (2 Mark)																																					
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<b>C</b>	<b>Methodology, Work Schedule and Proposed Architectural Designs</b>	<b>23 Marks</b>																																																
C1	• Methodology to undertake the implementation of the entire scope of work till handing/ taking over of project. (04 Marks)	04 Marks																																																
C2	• Work Schedule for complete scope of the building (04 Marks)	04 Marks																																																
C3	• 02 Proposed architectural 3D designs (hard & soft copy) covering all relevant aspects (7.5 Marks for each design)	15 Marks																																																
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## **Part – E**

### **Submission Form**

This part of the RFP contains the following submission forms;

Form – 1: Information Form

Form – 2: Experience of Consultants

Form – 3: Format of Curriculum Vitae of Proposed Key Staff

Form – 4: Financial Proposal Submission Form

Form – 5: Summary of Cost

**INFORMATION FORM**

1. Name of Consultants [Lead partner if Joint Venture (JV)]:  
\_\_\_\_\_  
· Address:  
\_\_\_\_\_  
\_\_\_\_\_  
· Telephone No(s): \_\_\_\_\_  
· Fax Number: \_\_\_\_\_  
· E-mail Address: \_\_\_\_\_  
· Registration No. with PCATP/ PEC along with Registered Office Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Description of consulting firm (ownership/organization):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Experience (Number of Years):  
\_\_\_\_\_  
· Local/national:  
\_\_\_\_\_  
· International:  
\_\_\_\_\_  
· Regional (within the country-details):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Name(s) and Address (es) if a JV; their short description and description of their role in the JV (proof of JV is to be attached at stamp paper):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Experience of the Consultants (on appended forms): (Form-2)

· Specific (Projects related to industrial infrastructure development works):

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6. Attach Organization chart showing Consultant's structure:

7. Attach Professional staff available for the assignment on the appended (Form-3) format for positions mentioned hereinabove.

8. Additional information:

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**Yours truly,**

**Name of Authorized Representative:**

**Position :**

**Date :**

**EXPERIENCE OF CONSULTANT**

Relevant services carried out in the past which best illustrate qualification.

**[NAME OF THE FIRM/ CONSULTANT]**

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month / Year
6. Completion Date : Month / Year
7. Professional Staff Provided :
8. No. of Staff :
9. No. of Staff Months :
10. Approx.: Value of Services :
11. Name of Other JV Firms (If any) :
12. No. of Staff / Staff Months  
Provided by the JV partner(s) :
13. Name/Position of Key Staff :
14. Description of Project :
15. Description of Services  
Provided by the Firm :

**FORMAT OF CURRICULUM VITAE OF PROPOSED KEY STAFF**

1. Name of Personnel:
2. Current Position in the Firm:
3. Date of Birth:
4. Nationality:
5. CNIC No (if Pakistani) or Passport No:
6. Education:

Degree	Major/Minor	Institution	Date (MM/YYYY)

7. Membership of Professional Associations:
8. Other Training [*Indicate significant training since degrees under 6 - Education were obtained*]:
9. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below)*]:

Client	Position	From (MM/YYYY)	To (MM/YYYY)

10. Detail of Work Undertaken
 

Name of assignment or project:

Cost of Project: \_\_\_\_\_ Location: \_\_\_\_\_

Date of Start: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Client \_\_\_\_\_ Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_ Activities performed: \_\_\_\_\_

Actual time spent on the project \_\_\_\_\_

11. Certification:
 

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: \_\_

\_\_\_\_\_  
 [*Signature of the proposed staff*]      *Day/Month/Year*

Date: \_\_

\_\_\_\_\_  
 [*Counter Signature of authorized signatory*] *Day/Month/Year*

**FINANCIAL PROPOSAL SUBMISSION FORM**  
(Should be attached with Financial Proposal only)

[Location, Date]

Name

We, the undersigned, offer to provide the consultancy services for “**Designing and construction supervision of PIDC building (having a Thread-Line Gallery) located at F-8 Markaz, Islamabad**” in accordance with your request for Proposal issued to us, and our Proposal (Technical and Financial Proposals). Our attached financial proposal is for the sum [Amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, i.e., **120 days**.

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

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

**SUMMARY OF COSTS**

(Should be attached with Financial Proposal only)

The bidder is required to provide the quotations here in the table mentioned below;

<b>S.N.</b>	<b>DESCRIPTION OF WORKS</b>	<b>LUMP SUM FEES</b>
<b>01</b>	a) Topographic survey & Geotechnical Investigations b) NOC EMP from Environmental Protection Agency for Environment Impact Assessment	Fee should be mentioned against each major activity
<b>02</b>	Detailed planning and architectural design including Allied work a) Final 3D architectural design b) 3D physical Model c) ..... etc.	Fee should be mentioned against each major activity
<b>03</b>	Detailed engineering designs including all related services/ works a) Structural Designing b) MEP/ HVAC Designing c) Electrification d) ..... e) ..... etc.	Fee should be mentioned against each major activity
<b>04</b>	Complete bidding process from preparation of documents to the award of contract (s) etc.	
<b>05</b>	Construction Supervision	Not less than 45% of total contract amount
<b>06</b>	Defect Liability Period	Not less than 5% of total contract amount
<b>Total Amount</b>		

**Note:**

- 1. The fee should be inclusive of all expenses, applicable taxes and duties.**
- 2. The consultants are advised to submit further breakup of cost against each major activity mentioned above separately.**
- 3. Any proposal containing alternate/ conditional bid will be rejected.**

**PART – F**  
**DRAFT CONTRACT AGREEMENT**

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**Between**

**Pakistan Development Industrial Corporation (Pvt.) Ltd**

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**And**

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**(Name of Consultants)**

**For**

**“DESIGNING AND CONSTRUCTION SUPERVISION OF PIDC BUILDING  
(HAVING A THREAD-LINE GALLERY) LOCATED AT F-8 MARKAZ,  
ISLAMABAD”**

\_\_\_\_\_, 2024



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  - 5.1.1 Assistance
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- Appendix C-Key Personnel and Sub-Consultants
- Appendix D-Breakdown of Contract Price in Foreign Currency (NA)
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- Appendix F-Services and Facilities to be provided by the Client
- Appendix G-Integrity Pact

**V ALTRNATE TITLE PAGE IN CASE OF JV  
ALTERNATE FORM OF CONTRACT IN CASE OF JV**

## FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_ day of \_\_\_ month) of \_\_\_ (year), between, on the one hand \_\_\_\_\_ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

- Appendix A : Description of the Services
- Appendix B : Reporting Requirements
- Appendix C : Key Personnel and Subconsultants
- Appendix D : Breakdown of Contract Price in Foreign Currency (N/A)
- Appendix E : Breakdown of Contract Price in Local Currency
- Appendix F : Services & Facilities to be Provided by the Client
- Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

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

For and on behalf of

\_\_\_\_\_

Witness

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

Witness

(CONSULTANTS)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;

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

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

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

## **1.4 Notices**

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

## **1.5 Location**

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

## **1.6 Authorised Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorised Representatives specified in the SC.

## **1.7 Taxes and Duties**

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **1.8 Leader of Joint Venture**

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

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

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

## **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

## **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

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

## **2.5 Modification**

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

## **2.6 Extension of Time for Completion**

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.



- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.7.2 No Breach of Contract**

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

#### **2.7.3 Extension of Time**

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

#### **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

#### **2.8 Suspension of Payments by the Client**

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

## **2.9 Termination**

### **2.9.1 By the Client**

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 By the Consultants**

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

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

### **2.9.3 Cessation of Services**

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

### **2.9.4 Payment upon Termination**

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

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

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

### **2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration

pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General**

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

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

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

#### **3.3 Confidentiality**

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

#### **3.4 Liability of the Consultants**

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

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as

aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

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

### **3.5 Other Insurance to be Taken out by the Consultants**

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

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the

performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;

(c) any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

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

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

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

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

### **3.9 Equipment and Materials Furnished by the Client**

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

### **3.10 Accounting, Inspection and Auditing**

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

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 Description of Personnel**

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

### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance, Coordination and Approvals**

#### **5.1.1 Assistance**

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;

- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

#### **5.1.2 Co-ordination**

The Client shall:

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

#### **5.1.3 Approvals**

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

#### **5.2 Access to Land**

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

#### **5.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly,



and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

#### **5.4 Services and Facilities**

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

#### **5.5 Payments**

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

### **6. PAYMENTS TO THE CONSULTANTS**

#### **6.1 Lump Sum Remuneration**

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

#### **6.2 Contract Price**

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

### **6.3 Terms and Conditions of Payment**

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

### **6.4 Period of Payment**

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty-six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

### **6.5 Delayed Payments**

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

### **6.6 Additional Services**

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of Client's instructions.

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

Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

#### **6.7 Consultants' Entitlement to Suspend Services**

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

### **7. SETTLEMENT OF DISPUTES**

#### **7.1 Amicable Settlement**

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

#### **7.2 Dispute Settlement**

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

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

### **8. INTEGRITY PACT**

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

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;
- (b) terminate the Contract; and

- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants.

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

### III. SPECIAL CONDITIONS OF CONTRACT

#### 1.1 Definitions

- (p) **"Project"** means complete Consultancy Services for "Designing and construction supervision of PIDC building (having a Thread-Line Gallery) located at F-8 Markaz, Islamabad"
- (q) **"Contractor"** means the person whose tender has been accepted for execution of construction work (s) for the project.
- (r) **"Construction Contract"** means an agreement enforceable by law between Client and Contractor for the physical execution/ construction activities of work on site.

#### 1.6 Authorised Representatives

The Authorised Representatives are the following:

##### **For the Client**

Designation in PIDC:

Address:

Telephone:

Email:

##### **For the Consultant**

Name of Project Manager:

Project Name: "Designing and construction supervision of PIDC building (having a Thread-Line Gallery) located at F-8 Markaz, Islamabad"

Address:

Telephone:

Email:

#### 1.7 Taxes and Duties

***Add the following line at the end of the sub-clause***

"The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price."

#### 1.8 Leader of the Joint Venture

The leader of the Joint Venture (if any) is ..... (name of the Member of the Joint Venture).

## 2.1 Effectiveness of Contract

**Delete the sub-clause and replace with the following**

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

## 2.2 Termination of Contract for Failure to Become Effective

Not Applicable

## 2.3 Commencement of Services

**Delete the sub-clause and replace with the following:**

The Consultants shall commence the Services on the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

## 2.4 Expiration of Contract

The completion time period of the following major activities of the project is stated below;

S. No.	Description of Major Assignments	Duration
01	Topographic survey & Geotechnical Investigations	02 months from the date of contract signing
02	NOC/ EMP from Environmental Protection Agency for EIA	04 months from the date of contract signing
03	Detailed Architectural and Structural Designing including Engineer's estimates and tendering plan	05 months from the date of contract signing
04	Hiring of Contractor(s)	05 months from the completion of topo & geo-tech investigations
05	Construction Supervision	24 months from commencement of construction contract
06	Defect Liability Period	12 months from Handing/ Taking Over of building

The Construction Supervision is envisaged to be for 24 months however may be extended due to site conditions. In case of extension of construction supervision contract, no additional payment to the Consultants will be admissible.

“Completion of Services” means submission of all reports/ deliverables to the Client and obtaining the Client’s approval for such Reports and certificates (including Certificate (s) of Defect Liability Period) in writing

## **2.6 Extension of Time for Completion**

*From the first line delete the phrase “or duration”*

***Add the following lines at the end of the sub-clause***

- No extension of time is envisaged in normal circumstances for the completion of all planning, design and pre-construction phase activities. In case of delay in the above by the Consultants. In case of genuine reason, the time would be extended with mutual agreement in writing.
- Due to site conditions the construction supervision activities may be extended. No additional payment will be made to the Consultants in case of such extended period.

### **2.7.1 Definition**

Add word “Epidemicity” after phrase “adverse weather conditions” in fifth line of sub-clause (a)

### **2.7.3 Extension of Time**

***Add the following lines at the end of the sub-clause***

The extended time period under this sub-clause shall be mutually agreed by both the parties in writing.

### **2.7.4 Payments**

***Delete the sub-clause***

### **2.9.1 By the Client**

*Add the words “or close” after word “terminate” in point (f)*

#### **2.9.4 Payment upon Termination**

*Delete item (b) of sub-clause*

#### **3.4 Liability of the Consultants**

*From the 3rd paragraph, replace the last word "earlier" with the word "later"*

*From the 4th paragraph, delete the phrase "the extent of insurance ..... keeping such cover effective."*

*From the last paragraph, delete the phrase "Provided the actual cost of procuring..... shall be borne by the Client"*

#### **3.5 Insurance to be Taken out by the Consultants**

- Group Life Insurance of Consultants' employees
- Design Insurance

#### **3.6 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall also get approval from the Client, before commitments on any action related to the Construction Contract; they propose to take under the following:

- i) Issuing Variations Orders in respect of:
  - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
  - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
  - any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
  - Adverse Physical Conditions and Artificial Obstructions
  - Suspension of Works
  - Bonus and Liquidated Damages



- Certificate of Completion of Works
- Defects Liability Certificate
- Forfeiture
- Special Risks
- Frustration

- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Any change in the ratios of various currencies of payment.
- ix) Issuance of Taking Over and Defect Liability Certificates.
- x) Granting any extension of time to the Contractor.
- xi) Any other item mentioned in the Construction Contract.

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

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

### **4.1 Description of Personnel**

The key Personnel to be deployed for the project are given in the Appendix -C of this contract.

### **5.1.2 Coordination**

***“Delete item (a) and add the following at the end of the clause”***

It is the responsibility of the Consultants to get all necessary approvals. The Client will only facilitate the Consultants for getting such approvals from concern departments or authorities.

The consultants will be responsible to project presentations/ collaboration with the CDA & other stakeholders for the permissions/ approvals, PIDC will facilitate in this regard.

### **5.1.3 Approvals**

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants.

### **5.3 Change in Applicable Law**

**Replace the sub-clause with the following**

Provisions regarding change in Applicable Law will not be applied to the contract amount.

## 6.2 Contract Price

(a) The contract amount for the project in local currency is Pakistani Rupees

.....

(b) The breakup of local currency is as under:

S.N.	DESCRIPTION OF WORKS	LUMP SUM FEES
01	a) Topographic survey & Geotechnical Investigations b) NOC/ EMP from Environmental Protection Agency for Environment Impact Assessment	Fee should be mentioned against each major activity
02	Detailed planning and architectural design including Allied work a) Final 3D architectural design b) 3D physical Model c) ..... etc.	Fee should be mentioned against each major activity
03	Detailed engineering designs including all related services/ works a) Structural Designing b) MEP/ HVAC Designing c) Electrification d) ..... etc.	Fee should be mentioned against each major activity
04	Complete bidding process from preparation of documents to the award of contract (s) etc.	
05	Construction Supervision	Not less than 45% of total contract amount
06	Defect Liability Period	Not less than 5% of total contract amount
<b>Total Amount</b>		

### Note:

*The consultants are advised to submit further breakup of cost against each major activity mentioned above separately. This note will be deleted in the final Contract Agreement.*

## 6.3 Terms and Conditions of Payment

The payment will be made to the Consultants on the satisfactory completion/ submission of deliverables and approval accorded by the Client for the assignments as mentioned in Appendix E.

Cost Breakup of the major activities (mentioned in sub-clause 6.2) is provided in Appendix E, the same shall cover all the deliverables as mentioned in Appendices A & B. The mode of payment during construction supervision (CS) shall be carried out as per following equation:

$$\frac{\text{Amount of IPC of Construction Contract}}{\text{Total Amount of Construction Contract (s)}} \times \text{Consultants Contract Price for CS}$$

**Total amount of Construction Contract (s)** will be initially based on the Engineer's Estimate and modified upon the award and finalization of Construction Contract.

The Consultant should prepare an estimate of the total scope of work. In the case of more than one construction contract, the remuneration for Construction Supervision, for each contract, will be split out according to the ratio of that construction contract to the total amount of all construction contracts.

Due to site conditions the construction supervision activities may be extended. No additional payment will be made to the Consultant in case of such extended period.

No payment will be made to the Consultant upon Mobilization/ Secured Advance given to the Contractor (if any). The Consultant shall submit the invoice only after the completion and approval by the Client of each activity mentioned above.

The Consultants should provide remuneration of Key Personnel to be deployed on site for Client's record. In case of absence of any staff member without intimation, the deduction equal to the remuneration of that staff will be made by Employer from Consultants' invoice.

#### **6.4 Period of Payment**

***Delete item (a) and replace with the following;***

No advance payment is allowed under this Contract.

#### **6.5 Delayed Payments**

***Delete the sub-clause***

## **6.6 Additional Services**

Sub-clauses (b) and (c) are deleted. Also, replace “two weeks” from “28 day” in this sub-clause.

## **7.2 Dispute Settlement**

***Add the following lines at the end of the sub-clause***

Venue for Dispute Resolution/ Arbitration will be Islamabad.

## **8.1 Integrity Pact**

***Add the following lines at the end of the sub-clause***

Upon violation of Integrity Pact, Client can suspend/debar/blacklist the Consultants individually or collectively as part of consortium/ JV from bidding process or at any stage after signing of Contract Agreement.

## **IV APPENDICES**

**Description of the Services/ Scope of Work**

**Pakistan Industrial Development Corporation (PIDC)** intends to construct iconic multi-story building having a Thread-line Gallery on PIDC plot no. 19, measuring 90'x105', having an area of 1050 square yards located at F-8 Markaz.

The prospective Consultant is required to follow all the applicable provisions, rules/ regulations & standards and to ensure the maximum utilization of the space/ height/ stories as per the Capital Development Authority (CDA) bylaws.

Consultant's Scope of Work (SOW) will comprise all the activities detailed hereinafter, including those which are necessary to ensure satisfactory completion of the major tasks listed below, even if such activities may not be specifically detailed in the below SOW;

**A. Onsite Survey, Investigations & Environmental Impact Assessment**

- a) Verification of site boundary and layout
- b) Geotechnical Investigations & Topographical survey
- c) Comprehensive Environmental impact Assessment (EIA) study and obtaining No Objection Certificate (NOC)/ Environmental Management Plan (EMP) from relevant authority
- d) NOC from the Civil Aviation Authority (CAA) & Pakistan Air Force (PAF), if required

**B. Preparation of Detailed Design**

The scope of services for this phase includes but not limited to:

- a) Detailed Architectural & Structural Designing
  - i. Detailed architectural designing including facade works
  - ii. Detailed structural designing including internal & external electrification/ lighting, sewerage, water supply network, and allied works as per by-laws of the relevant authorities.
  - iii. Thread-line Gallery design
  - iv. Heating Ventilation and Air Conditioning (HVAC) system, mechanical works
  - v. Elevator &/or Escalator
  - vi. Firefighting system
  - vii. CCTV, Safety & Security System
  - viii. Detailed furniture & fixtures lay-out plan, list of furniture along with the specifications.
  - ix. Plan for green areas, car parking and any other allied facility not specifically mentioned herein but are implied to provide for this building.

b) Preparation of Tender and Bidding Documents and selection of Contractors

- i. Preparation of complete bidding documents (including bill of quantities - BOQs) and engineering estimates with appropriate rate analysis (where required).
- ii. Conduct complete pre-qualification/ bidding process for construction contract(s) of above-mentioned works till award of works (as per PPRA rules) and furnish recommendation accordingly
- iii. Verification of all pre-requisite for contract award including stamp duties, securities/ guarantees and insurances etc.
- iv. Preparation of all Construction Drawings

**C. Construction Supervision**

The Consultants shall be responsible for providing construction supervision services throughout the duration of the project.

The services to be provided by the Consultants shall include all duties according to the terms and conditions set in construction contract(s) but not be limited to:

a) Project Management

- i. Record management on site, preparation of monthly progress report/ presentation and monitor physical & financial progress;
- ii. Verification of all payment certificates submitted by contractor;

b) Construction Contract Administration

- i. Conduct conference/ meetings to be held between PIDC & consultant/ contractor and preparation of minutes of meeting;
- ii. Review of Contractor's submittals in compliance of Contract Documents;
- iii. Coordinate with Contractor and Client to conclude claims and disputes at all levels (if any).
- iv. Timely submission of any record/ drawings during construction.

c) Field Inspection

- i. Review & inspection of works in compliance of Contract documents.
- ii. Recommend and monitor corrective actions taken by Contractor needed to fix a work which is not in compliance with the Contract Documents;
- iii. Record Digital photos of work in progress;
- iv. Field Inspection/ Quality assurance/ materials testing services /Review and approve test reports submitted by the contractor;
- v. Check sites/ work places in compliance of safety & health standards and notify in case of non-compliance.
- vi. Review and approval of Contractor's survey layouts and levels.
- vii. Inspect installation of electro-mechanical equipment as per the manufacturer guidelines and tender documents.

- viii. Testing, commissioning and energization of equipment and systems
- ix. Maintaining all records of inspections and testing.

d) Project Closure

The Consultants shall be responsible for providing services during construction closeout including, Defect Liability Period. Services during construction closeout shall include, but not be limited to:

- i. Site inspection to determine the works' completion according to Contract Documents and rectification of any defect(s) therein;
- ii. Preparation of punch list and inspection of remedial actions;
- iii. Review and approval of operation/ maintenance manuals and spare parts lists.
- iv. Review and approve As-built drawings submitted by the Contractor;
- v. Recommendation to Client as to the release of payments, securities/ insurances and retention to Contractor.
- vi. Review and recommendation/certification of Contractor's Final Bill.
- vii. Finalize the handing over/taking over of site.
- viii. Recommend and issue Taking Over Certificate and Defect Liability Certificate.
- ix. Issuance of Project Completion Report and Certificate.

**Deliverables**

Consultant will be responsible to provide soft (editable) copies along with the coloured hard copies (03 sets) of the following;

1. At least 03 options of 3D model of the buildings shall be submitted to PIDC for approval in soft & hard copy. However, a 3D physical model of the approved design shall be submitted.
2. Schedule (Timeline) of all activities on Primavera or MS Project for project covering whole SOW
3. Geotechnical Investigation and Topographic Reports
4. EIA Study and No Objection Certificate/ Environmental Management Plan from Environmental Protection Agency
5. Design Reports along with design calculations (complete Architectural/ Structural and interior designing & allied works)
6. Prequalification/ bidding documents including tender drawings, specifications & BOQ
7. Prequalification and bid evaluation report (s)
8. Construction Drawings
9. Engineering Estimates along with Measurement sheets and Rate Analysis of all items of BOQ, proposed package(s) details based on nature of work (if any)
10. Minutes of Meeting & Progress Reports
11. Any other deliverable required as per construction contract



**Note:**

1. The design and construction of the building shall conform to the following performance standards which require the adoption of efficient practices, designs, methods and technologies that resulting in cost savings and least impact on the environment;
  - Energy/ Water Efficiency standards
  - Site & Material Sustainability
  - Solid Waste Management
  - Indoor Environmental Quality standards.
2. The design/ construction shall be done to meet applicable requirements/provisions/ bylaws/rules/regulations of all concern relevant departments inclusive of CDA.
3. The consultants will be responsible to project presentations/ collaboration with the CDA & other stakeholders for the permissions/ approvals, PIDC will facilitate in this regard.
4. The reports, designs, BOQs, estimates & other documents should be prepared as per standards to avoid unpleasant/ unpredictable cost impact on the project.
5. Draft designs & reports should be shared with PIDC for review & comment prior to final submissions

*Note: The Consultant would demobilize the site staff if the work is suspended due to any reason or work has not been awarded to Contractor or as required by Employer. However, Re-mobilization of site would be made as per the Client's requirement.*

## **Reporting Requirements**

Pursuant to App-A, The Consultants shall submit to the Client, the following reports/ deliverables in three (where not mentioned) colored hard copies (should be signed and stamped) and a soft copy in editable format. The same will be provided after taking approval of draft of each report/ deliverable from the Client. Each of the following shall be furnished under the relevant major assignment.

### **Deliverables:**

Consultant will be responsible to provide soft (editable) copies along with the coloured hard copies (03 sets) of the following;

1. At least 03 options of 3D model of the buildings shall be submitted to PIDC for approval in soft & hard copy. However, a 3D physical model of the approved design shall be submitted.
2. Schedule (Timeline) of all activities on Primavera or MS Project covering complete Scope of Work
3. Geotechnical Investigation and Topographic Reports
4. Videos/ Animated Presentation
5. EIA Study and No Objection Certificate/ Environmental Management Plan from Environmental Protection Agency
6. Design Reports along with design calculations (complete Architectural/ Structural and interior designing)
7. Prequalification/ bidding documents including tender drawings, specifications and BOQ
8. Prequalification and bid evaluation reports
9. Construction Drawings
10. Engineering Estimates along with Measurement sheets and Rate Analysis of all items of BOQ, proposed package(s) details based on nature of work (if any)
11. Monthly Progress reports
12. Minutes of Meeting & Progress Reports
13. Snag list and their clearance.
14. Review As-built drawings submitted by the Contractor (s) (03 sets or reviewed and approved drawings)
15. Approved operation and maintenance manuals (if any)
16. Spare parts list.
17. Contractor's approved final bill.
18. Completion Certificate.
19. Completion Report
20. Defect Liability Certificate
21. Any other deliverable required as per the project's requirement & construction contract

**Note :** *Applicable/ relevant Software (upon Client's request) shall also be submitted.*

**Key Personnel and Subconsultants**

**C-1:**

Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each. The list of Key Personnel to be assigned to this project should be comprises of the members required in Eligibility/ Qualification Criteria of Request of Proposal (RFP).

The staffing requirement mentioned in Eligibility/ Qualification Criteria of RFP is minimum required staffing. The Consultants must agree that in case of work load, additional staff will be provided by the Consultants especially for site.

The Consultants should provide remuneration of Key Personnel to be deployed on site for Client's record. In case of absence of any staff member without intimation, the deduction equal to the remuneration of that staff will be made by Employer from Consultants' invoice.

**C-2:**

List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

***Note: Changing of proposed staff without the consent of client will be considered as a default on part of consultant and may result in termination of contract if not rectified immediately. The list will be incorporated at the time of signing of contract.***

**Appendix – C (contd.)**

<b>S. N.</b>	<b>Proposed Position</b>	<b>Staff Requirement (Construction Supervision)</b>	<b>Job Description</b>
1	Project Manager	As and when required	Overall, in-charge of designing & constr. activities / responsible for complete project
2	Architect	As and when required	To design & supervise all the architectural design and other allied works
3	Resident Engineer	Required full time at site	In-charge of site and responsible for complete construction activities
4	Electrical Engr.	As and when required	Responsible for complete Electrical Activities
5	Material Inspector	Required full time at site	Supervise and make sure that contractor use of specified and approved material
6	Site Inspector (Civil)	Required full time at site	Construction supervision for all infrastructures & allied civil works
7	Mechanical Inspector	As and when required	Supervision and installation of all mech. works including pump / motor & water supply works
8	Quantity Surveyor	Required full time at site	Responsible for complete Quantity works and Billing
9	HSE Officer	Required full time at site	Responsible for complete HSE standard to be followed at site

**Breakdown of Contract Price in Foreign Currency**

*(Not Applicable)*

## Appendix – E

### Breakdown of Contract Price in Local Currency

The bidder is required to provide the quotations here in the table mentioned below;

S.N.	DESCRIPTION OF WORKS	LUMP SUM FEES
01	c) Topographic survey & Geotechnical Investigations d) NOC/ EMP from Environmental Protection Agency for Environment Impact Assessment	Fee should be mentioned against each major activity
02	Detailed planning and architectural design including Allied work d) Final 3D architectural design e) 3D physical Model f) ..... etc.	Fee should be mentioned against each major activity
03	Detailed engineering designs including all related services/ works e) Structural Designing f) MEP/ HVAC Designing g) Electrification h) ..... i) ..... etc.	Fee should be mentioned against each major activity
04	Complete bidding process from preparation of documents to the award of contract (s) etc.	
05	Construction Supervision	Not less than 45% of total contract amount
06	Defect Liability Period	Not less than 5% of total contract amount
<b>Total Amount (PKR)</b>		

Note:

1. The fee should be inclusive of all expenses, applicable taxes and duties.
2. *The consultants are advised to submit further breakup of cost against each major activity mentioned above separately.*
3. *Any proposal containing alternate/ conditional bid will be rejected.*
4. *Note 1 to 4 will be removed in the final contract agreement.*

**Services & Facilities to be Provided by the Client**

- Accommodation of consultant staff is the responsibility of consultant.
- Furnished site office will be provided by the client through construction contract.
- Provision of vehicles, its maintenance, Driver, Fuel etc. will be Provided through construction contract.

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]



**PART – F**  
**DRAFT CONTRACT AGREEMENT**

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**Between**

**Pakistan Development Industrial Corporation (Pvt,) Ltd**

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**And**

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**(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

**For**

**“DESIGNING AND CONSTRUCTION SUPERVISION OF PIDC BUILDING (HAVING A  
THREAD-LINE GALLERY) LOCATED AT F-8 MARKAZ, ISLAMABAD”**

\_\_\_\_\_, 2024

**FORM OF CONTRACT**

[Note: Use this Form of Contract when the Consultants performs Services as Joint Venture.

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

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

- (a) the General Conditions of Contract;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:

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

Appendix A: Description of Services/ Scope of Work

Appendix B: Reports/ Deliverables

Appendix C: Key Personnel and Subconsultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be provided by the Client

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

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

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of \_\_\_\_\_

CLIENT'S NAME

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

For and on behalf of

\_\_\_\_\_  
NAME OF THE JOINT VENTURE OF THE CONSULTANTS

\_\_\_\_\_  
Name of Member No. 1

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Name of Member No. 2

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Name of Member No. 3

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_