



COMPETITION COMMISSION OF PAKISTAN

Government of Pakistan

Proposals No. CCP-ADMIN 102

Request for Proposals (RFP)

Procurement of Consultancy Services for Third Party Vetting of Structural Designs for the Construction of Office Building of Competition Commission of Pakistan.

The Competition Commission of Pakistan (CCP), an autonomous organization invites sealed Proposals (Technical and Financial), from renowned Consultancy organizations registered with Income Tax and Sales Tax Departments and on active taxpayers list of Federal Board of Revenue, having relevant and valid license regarding third party vetting of structural designs from Pakistan Engineering Council (PEC) and Capital Development Authority (CDA) as Design Vetting Consultants (Building) as stipulated in RFP, for the Construction of Office Building of Competition Commission of Pakistan, Plot No. 36 & 38, Sector G-10/4, Mauve Area Islamabad. The Consultancy organizations must register with PPRA for e-procurement on ePADS (<https://eprocure.gov.pk>). The Procurement of the Consultancy Services is based on the Least Cost Method under Single Stage – Single Envelope Procedure.

The RFP containing requisite information is available and may be downloaded from e-PADS (<https://eprocure.gov.pk>) or PPRA website (www.ppra.gov.pk) or CCP's website (www.cc.gov.pk), free of cost.

The electronic Proposals (Technical & Financial), prepared in accordance with the instructions provided in the RFP, must be submitted through ePADS (<https://eprocure.gov.pk>), on or before **July 19, 2024 up to 1100 Hours**. Manual Proposals shall not be accepted. The electronic Proposals (Technical & Financial) will be opened on the same day at **1130** hours by using ePADS.

In terms of Rule 48 of Public Procurement Rules, 2004, Grievance Redressal Committee (GRC) is constituted for the subject procurement. Notification of said GRC is provided on the CCP website (www.cc.gov.pk) and ePADS (<https://eprocure.gov.pk>).

Convener, Procurement Committee,
CCP, 9th Floor (South), ISE Towers, Jinnah Avenue, Islamabad.
Tel:+92-51-9100260-3, Fax: +92-51-9100236
Email: aqadir@cc.gov.pk.

REQUEST FOR PROPOSALS (RFP)
CONSULTANCY SERVICES FOR THIRD PARTY VETTING OF THE STRUCTURAL DESIGNS

REQUEST FOR PROPOSALS (RFP)
(TECHNICAL & FINANCIAL PROPOSALS)
(SINGLE STAGE – SINGLE ENVELOPE PROCEDURE)

PROCUREMENT OF CONSULTANCY SERVICES
FOR THIRD-PARTY VETTING OF STRUCTURAL DESIGNS

FOR

CONSTRUCTION OF OFFICE BUILDING

OF

COMPETITION COMMISSION OF PAKISTAN, PLOT No. 36
& 38, SECTOR G-10/4, MAUVE AREA ISLAMABAD.



COMPETITION COMMISSION OF PAKISTAN
(CCP)

(JUNE-2024)



COMPETITION COMMISSION OF PAKISTAN
Government of Pakistan

Proposals No. CCP-ADMIN 102

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The RFP containing requisite information is available and may be downloaded from e-PADS (<https://eprocure.gov.pk>) or PPRA website (www.ppra.gov.pk) or CCP's website (www.cc.gov.pk), free of cost.

The electronic Proposals (Technical & Financial), prepared in accordance with the instructions provided in the RFP, must be submitted through ePADS (<https://eprocure.gov.pk>), on or before **19th July, 2024 up to 1100 Hours**. Manual Proposals shall not be accepted. The electronic Proposals (Technical & Financial) will be opened on the same day at **1130** hours by using ePADS.

In terms of Rule 48 of Public Procurement Rules, 2004, Grievance Redressal Committee (GRC) is constituted for the subject procurement. Notification of said GRC is provided on the CCP website (www.cc.gov.pk) and ePADS (<https://eprocure.gov.pk>).

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Section – I: Invitation for Proposal (IFP)

COMPETITION COMMISSION OF PAKISTAN (CCP)

Proposal No. CCP-ADMIN 102

for

PROCUREMENT OF CONSULTANCY SERVICES OF THIRD PARTY VETTING OF STRUCTURAL DESIGNS FOR THE CONSTRUCTION OF OFFICE BUILDING OF COMPETITION COMMISSION OF PAKISTAN (CCP).

Date: 27 June 2024

1. This Invitation for submission of Technical & Financial Proposals (Single Stage Single Envelope Procedure) follows the Procurement Notice for this project which appeared in e-PADS (<https://eprocure.gov.pk>), websites of PPRA (www.ppra.org.pk) and CCP (www.cc.gov.pk), having proposal No. CCP-ADMIN 102 on 27 June, 2024.
2. Competition Commission of Pakistan (CCP) invites proposals to provide the following consultancy services: **Consultancy Services of Third Party Vetting of Structural Designs for Construction Supervision for the Construction of Office Building of Competition Commission of Pakistan, Plot No. 36 & 38, Sector G-10/4, Mauve Area Islamabad.** More details on the services are provided in the Terms of Reference.
3. This Request for Proposals (RFP) addresses to all eligible consultants (organizations only) and determining the capacity and capability of the consultants shall be the part of the eligibility criteria as stipulated in the RFP. The consultants/ bidders must be registered with PPRA for e-procurement on e-PADS (<https://eprocure.gov.pk>), registered with Income Tax and Sales Tax Departments and on active taxpayers list of Federal Board of Revenue, having valid & relevant license regarding Third Party Vetting of Structural Designs from Pakistan Engineering Council (PEC) & Capital Development Authority (CDA) as Design Vetting Consultants (Building) as stipulated in RFP.
4. An organization will be procured under least cost method under the procedure prescribed in the Public Procurement Rules and Regulations.
5. The RFP includes the following documents:
 - Section I – Invitation for Proposals.
 - Section II – Eligibility of Bidders/ Consultancy Organizations.
 - Section III – Submission & Evaluation of Proposals.

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- Section IV – Terms of Reference (ToR).
Section V – Proposal Submission Form.
Section VI – Proposal Securing Declaration Form.
Section VII – Standard Form of Contract.
Section VIII – Check List for Submission of Proposals.
Section IX – Financial Proposal.
6. The consultants (organizations only) which are registered with PPRA for e-procurement on e-PADS (<https://eprocure.gov.pk>), may download the Request for Proposals (RFP) from e-PADS (<https://eprocure.gov.pk>), the websites of the CCP (www.cc.gov.pk), and PPRA (www.ppra.org.pk), free of cost/ charges.
7. The Proposals shall be based on Single Stage – Single Envelope Procedure, must be submitted on e-PADS (<https://eprocure.gov.pk>) through electronic means only, on or before 19th July, 2024, at 1100 hours. No manual submission is acceptable by the Procuring Agency and any such submission will amount to disqualification of such bidders.
8. The Proposals will be opened and downloaded from ePADS on the **same day at 1130 hours**, in the presence of those Bidder’s representatives who choose to attend.
9. The technical proposal consists of requirements/ documents/ information/ stipulations in the Eligibility Criteria (Section-II), Terms of Reference (Section-IV) and Proposal Securing Declaration Form (Section-VI).
10. The Proposal’s validity is 45 days from the date of opening of the proposals.
11. The contract duration is 20 (twenty) calendar days only, counted from the date of signing of the contract agreement.
12. The Proposal documents/ requirements/ data/ information/ profile shall be furnished as per Checklist for submission of proposals (Section-VIII).
13. **Competition Commission of Pakistan (CCP)** reserves the right to accept / reject all Proposals without assigning any reasons thereof. (Note: Late submissions will not be entertained and thereof will be direct rejected.). CCP shall not be liable for any reimbursement of cost/ damages in respect of preparation, visits by representatives at site and CCP Office, presentations of proposals etc. by the bidders/ consultants.
14. Currently, the CCP office is situated in the ISE Towers, Jinnah Avenue Islamabad (7th, 8th and 9th Floors).

Section II: Eligibility of Bidders/ Consultancy Organizations

The mandatory/ eligibility criteria for the participating bidders/ consultancy organizations are as under.

- 1) Must Register with e-PADS (<https://eprocure.gov.pk>) for e-Procurement, to comply with E-Pak Procurement Regulations, 2023.
- 2) Shall strictly comply to the Eligible Bidders (Tax Compliance) Regulations 2015, of the Public Procurement Regulatory Authority (PPRA) i.e.
 - i. Must be active taxpayer as per list of FBR's database i.e. Active Taxpayer List (ATL).
 - ii. Must register with **Income Tax and Sales Tax Departments** for the Consultancy Services.
- 3) Must have enlistment with Capital Development Authority (CDA) as "**Design Vetting Consultants (Buildings)**" and having relevant valid CDA certificate applicable in 2024-25 along with valid license from Pakistan Engineering Council (PEC) for the structural designs.
- 4) Must not be blacklisted according to the relevant stipulations of Public Procurement Regulatory Authority (PPRA).
- 5) Must furnish "**Proposal Securing Declaration**" as per format on the letterhead of the participating bidder's organization.
- 6) Must not be the bidder/ consultancy organization which carried out the structural design of the Office Building of Competition Commission of Pakistan through or directly connected/ linked with the Consultant M/s. Development Consultancy Services (Pvt) Limited for the structural design services of the CCP building Project.
- 7) Must provide the profile of the consultancy organization with the proposal.

Please note that the participating bidders/ consultancy organizations must require to fully comply with aforesaid mentioned mandatory/ eligibility criteria otherwise the proposals of bidders shall be rejected and therefore disqualified. The disqualified bidders' proposals shall not be considered for the further procurement/ bidding process.

Section – III: Submission & Evaluation of Proposals

- 1) The proposals shall only be submitted on the ePADS. Only proposals submitted on the ePADS will be downloaded and eligible for the evaluation purposes. Manual submission of proposals shall not be allowed and considered by the procuring agency.
- 2) The proposals shall be prepared in accordance with the stipulations and requirements of the RFP including information/ data/ documents/ certificates/ licenses solicited in accordance with Section-VIII (Checklist for submission of Proposals) of the RFP.
- 3) The proposals submitted on the ePADS to be signed and stamped by the bidders.
- 4) The submitted proposals (single stage single envelope procedure) on e-PADS of participating bidders shall be opened and downloaded on the announced opening date and time from e-PADS in presence of bidder's representatives who are present at the time of opening of bids.
- 5) The downloaded proposals will initially be evaluated for the mandatory/ eligibility criteria as stipulated in Section-II of this RFP.
- 6) The bidders/ consultancy organizations, which completely complied with the mandatory criteria, shall be eligible for further participation in the bidding process and those who are not fully complied with mandatory criteria, their proposals shall be rejected and disqualified for further participation in the bidding process.
- 7) The technical proposal consists of requirements/ documents/ information/ stipulated in the Eligibility Criteria (Section-II), TOR (Section-IV) and Proposal Securing Declaration Form (Section-VI).
- 8) Activities and items described in the Technical Proposals but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items or lumpsum bid prices and no corrections are made to the Financial Proposal.
- 9) In the Financial Proposal, the bid prices shall be arithmetically corrected, if any. If any discrepancy is found between (i) a partial lumpsum amount and total bid amount, and/ or (ii) between words and figures, the former will prevail.
- 10) The corrected/ evaluated price will be determined and announced.
- 11) The lowest evaluated bid will be given highest ranked proposal.
- 12) Second lowest evaluated bid will be given second highest ranked proposal and so on.
- 13) Technical & contract negotiation to be carried out and concluded from the bidder having highest ranked proposal.
- 14) In case of failure of contract negotiation with the bidder having the highest ranked proposal, the bidder having next highest ranked proposal will be invited for contract negotiation and so on.
- 15) The bidder from whom the technical & contract negotiation will be successfully concluded, the proposal of such bidder will be termed as "The Most Advantageous Bid/ proposal" and the respective bidder is declared to be the Most Advantageous Bidder for the procurement.
- 16) The contract may be awarded to the bidder submitted the Most Advantageous Bid/ Proposal.
- 17) The contract agreement may be signed with the bidder whose proposal declared the Most Advantageous bid/ proposal.
- 18) The signing of the Contract agreement with the bidder is the date of commencement of services/ works.

Section – IV: Terms of Reference (ToR)

Background:

CCP is renting office premises in ISE Towers, 55-B, Jinnah Avenue Islamabad. The Commission has been allocated land by the Capital Development Authority (CDA) measuring 3,017.77 Sq. Yds. (194' x 140') for the construction of its office building in Sector G-10/4, Mauve Area Islamabad. The structural design was carried out by M/s. Development Consultancy Services (DCS) Pvt. Ltd. for the Office Building of CCP.

The CCP office building is comprised of Two Basement, Ground and Six Floors (2B+G+6 Floors) having total construction area around 109,504 Sft. The Sub-Structure (2 Basement) area is around 54,160 Sft. (Parking and other facilities of the building) and the Superstructure area (Ground + 6 Floors) is around 55,344 Sft. The used FAR is 1:2 for the Office Building of CCP.

CCP will provide the following data/ documents to the consultancy organization.

- i. CCP will provide softcopies in pdf format for the Architectural and Structural Designs of the CCP office Building.
- ii. CCP will provide only the hard copy of the Summary Report for the ETABs version 17.
- iii. CCP will provide a hard copy of Geotechnical Investigation Report, which was carried out by M/s. GSK Engineerz on October - 2022, which was procured by Consultant M/s. Development Consultancy Services (Pvt) Limited under the Executing Agency (Pak PWD).
- iv. CCP will provide a copy of Soundness & Stability Certificate, issued by the CDA approved "Structural Engineer".

Terms of Reference (ToR):

The TOR for the bidder/ structural vetting design consultancy organization is not limited to following.

- 1) The third-party vetting of structural designs to be carried out by the CDA licensed structural (building) consultancy organization in accordance with complete requirements of third party vetting of structural designs for CDA including all corrected designs, drawings, calculations, certificates etc. in hard and soft copies as per requirement of CDA.
 - a. To prepare any required soft drawings which are required in CAD and/ or any other software including ETAB etc. for the assignment of the structural vetting of designs for the CCP office Building Project.
 - b. To prepare Structure Model Calculations in ETABs & SAFE or any other structural software, in compatible format on which the vetting of the structural design to be carried out.
 - c. The consultancy organization shall analyse the compatibility and correctness of the Geotechnical Investigation Report, design calculations and coherence of the structural design considering recommendations of geotechnical Investigation Report.
 - d. The structural vetting design consultancy organization should be apt with all prevailing building and seismic codes applicable for Islamabad (Sector G-10/4, Mauve Area Islamabad) and check the soundness and stability of the structure against the required load

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- combinations. The corrections to be highlighted in the structural calculation, if any and reflect in the already structural designs.
- e. The corrected calculations (if any) to be incorporated in the designs and the corrections to be reflected in the drawings and calculations etc.
 - f. The Consultancy Organization shall furnish requisite Certificate(s) including Stability and Soundness and other relevant Certificates on the requisite format as required by the CDA for the Structural Vetting Designs for Office Building of CCP, Plot No. 36 & 38, Sector G-10/4, Mauve Area Islamabad.
 - g. The requisite softcopies and hard copies (not less than A-2 size or as per CDA requirements) shall be provided with the corrected structural designs/ drawings after vetting as per requirement of the CDA. The corrected designs/ drawings and design calculations shall be duly stamped and signed by the third party vetting design consultant, which will be required for submission to CDA.
 - h. Any other requirement of CDA in respect of vetting of structural design shall be fulfilled by the consultancy organization.
 - i. For further details regarding the structure designs, you may contact M/s. Development Consultancy Services (DCS) Pvt Ltd. Islamabad, Office No. 27, 2nd Floor, Executive Complex Markaz, G-8 Islamabad, provided Consultancy Services for Architecture and Engineering Designs for the CCP office building in Sector G-10/4, Mauve Area Islamabad. Ph. No. 051-8736304-5 with presumption to assist in the matter related to Structural Designs of the Office Building of CCP with the third party vetting of structural designs.
 - j. The duration of assignment is 20 calendar days, counted from the date of signing of the Contract Agreement.
 - k. The lumpsum payment is made after satisfactory completion of the assignment subject to the deduction of applicable taxes in Islamabad Capital Territory (ICT) for consultancy Services.

Section – V: Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

M/s. [Name of bidder] hereby offer to provide the consulting services for [Insert title of assignment] in accordance with the Request for Proposals (RFP) dated [Insert Date] and our Technical Proposal. Our Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. It is confirmed that M/s. [Name of bidder] is fully/ completely complied with the mandatory requirements as stipulated in Section-II of the RFP and the corresponding data/ information/ documents are attached with the proposal.

Our Financial Proposal shall be binding upon M/s. [name of bidder], up to expiration of the validity period of the Proposals, i.e. before the date indicated in the RFP.

M/s. [Name of bidder] understand that CCP is not bound to accept any Proposal received but according to the procedure prescribed in the Request for Proposals (RFP) and Public Procurement Rules/ Regulations. CCP may solicit any clarification/ breakdown pertaining to the tendered financial cost including tendered reimbursement cost and any other discrepancy or matter related to the Financial Proposal.

We, M/s. [Name of bidder] remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Section VI: Proposal Securing Declaration Form

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

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

Proposal No.: *[insert number of Proposal process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

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

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

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

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

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

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

1. Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate).

Section VII: Standard Form of Contract

Project Name:

Contract No.

Between

Name of Procuring Agency

and

Name of the Consultant

Dated: _____

Form of Contract

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the “Procuring Agency”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Procuring Agency has funds from its own resources towards the cost of the Services to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Consultant; (ii) such payments will be subject, in all respects, to the terms and conditions of the contract.

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Terms of Reference (ToR).

Appendix B: Lumpsum Bid Prices.

Appendix C: Deliverables.

Appendix D: Time Schedule.

Appendix E: Payment Schedule.

Appendix F: Consultants’ Affiliations (PEC & CDA).

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature].

For and on behalf of the Consultant.

[authorized Representative of the Consultant – name, title and signature].

Witnesses:

Signature and CNIC of two witnesses.

General Conditions of the Contract

A. General Provisions

1. Definitions

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

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Procuring Agency”** means:-
 - (i) any Ministry, Division, Department or any Office of the Federal Government;
 - (ii) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;.
- (c) **“Procuring Agency’s Personnel”** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Consultant.
- (d) **“Consultant”** means a consulting firm, company or an organization or Joint Venture as the case may be;
- (e) **“Contract”** means an agreement enforceable by law;
- (f) **“Contractor”** means a firm, company or an organization who undertake to supply goods or works or services under works;
- (g) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (h) **“Day”** means calendar day unless indicated otherwise.
- (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (k) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (l) **“GCC”** means these General Conditions of Contract.
- (m) **“Government”** means the Government of Pakistan.
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“Local Currency”** means the currency of Pakistan
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (v) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (w) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

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2. this Contract, has complete charge of the services, Experts, and Sub-consultants' services and experts etc., if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. **Law Governing Contract** 3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
4. **Language** 4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
5. **Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. **Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7. **Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix-?** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
8. **Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Fraud and Corruption**
- 10.1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.
- 10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.
- 10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.
- 10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.
- 10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

B. Commencement, Completion, Modification and Termination of Contract

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

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- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract 17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

18. Suspension 18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

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

a. By the Procuring Agency 19.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

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- d. Cessation of Services** 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6 Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

- a. Standard of Performance** 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.
- b. Law Applicable to Services** 20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 21. Conflict of Interests** 21.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.** 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

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- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 1.23 (e) to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's

inspection and audit rights constitute a prohibited practice subject to contract termination.

26. Reporting Obligations

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

27. Proprietary Rights of the Procuring Agency in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or

personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

29.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Pakistan Engineering Council (PEC).

D. Consultant's Experts and Sub-Consultants

30. Description of Services and Experts

30.1 The title, Scope of services to carry out the assignment are described in **Appendix-?**.

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated Key Experts may be made by the Consultant by a written notice to the Procuring Agency and agreed by the Procuring Agency in writing.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix-?**, the estimated cost for the services may be increased by agreement in writing between the Procuring Agency and the Consultant on mutual agreement basis with detailed breakdowns.

31. Replacement of Key Experts

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

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

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

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

33. Removal of Experts or Sub-consultants

33.1 If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring

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

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

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

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

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

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

35.1 Working hours and holidays for Experts are set forth in SCC.

35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as per consultant's organization policy, and the Consultant's remuneration shall be deemed to cover these items.

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

E. Obligations of the Procuring Agency

**36. Assistance and
Exemptions**

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other

documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

**37. Access to
Project Site**

37.1 The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

38.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this

Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

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

39.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services.

39.2 In case that the required drawings/ data/ information as per TOR/ RFP, is not be made available to the Consultant, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources.

**40. Counterpart
Personnel**

40.1 The procuring agency shall make available free of charge such professional and support counterpart personnel [if any to be provided by the procuring agency] for the execution of TOR/ Scope of Services. Please note that the Structural Designer M/s. DCS Pvt. Ltd. may corporate with the consultant for providing data/ drawings/ information etc. in case of non-provision of such services from M/s. DCS, the consultant shall prepare itself such data/ information/ drawings in required format.

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

**41. Payment
Obligation**

41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided in **Appendix-?**.

F. Payments to the Consultant

42. Ceiling Amount

42.1 The tendered cost of the Services is set forth in **Appendix-?** (Remuneration).

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

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

**43. Tendered
Remuneration
and
Reimbursable
Cost**

43.1 The Procuring Agency shall pay to the Consultant (i) tendered remuneration that shall be determined on the basis of itemized lumpsum cost for project management services; and (ii) tendered monthly remuneration of the experts engaged for detailed construction supervision, after the date of commencing of Services or such other date as the Parties shall agree in writing; and (iii) tendered reimbursable cost that are actually and reasonably incurred and agreed by the Employer/ Client in writing in the performance of the Services.

43.2 All payments shall be at the prices/ rates set forth in **Appendix-?**.

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

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

43.5 Any prices/ rates specified for services, Experts not yet appointed shall be provisional, if not provided/ listed in the contract and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

**44. Taxes and
Duties**

44.1 The Consultant, Sub-consultants and Experts and their services are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

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

**45. Currency of
Payment**

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

46. Mode of Billing and Payment

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

- (a) *Advance payment.* Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal instalments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **Appendix-?**, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 and Appendix-I, or any other period indicated in the SCC. Each invoice shall show tendered remuneration and reimbursable cost separately.
- (c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day

period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**47. Interest on
Delayed
Payments**

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

G. Fairness and Good Faith

48. Good Faith

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

H. Settlement of Disputes

**49. Amicable
Settlement**

49.1 Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred

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within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

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

49.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Consultant any monies due to the Consultant.

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1	The Contract shall be construed in accordance with the laws of Pakistan.
4.1	The language is English.
6.1 and 6.2	<p>The addresses are:</p> <p>Procuring Agency : CCP Office, 9th Floor (South), ISE Towers, Islamabad. Ph.: 051- 051-9100260-3, Attention: Director General (Admin).</p> <p>Consultant:</p> <p>Ph.:</p> <p>Attention:</p>
8.1	If the Consultant consists only of one entity/ firm, “Yes”; JV or any other association of consultancy organizations are not allowed.
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: Director General (Admin);</p> <p>For the Consultant:</p>
11.1	“N/A”.
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 07 calendar days.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 03 days from the signing of the Contract agreement.</p>

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14.1	Expiration of Contract: Within 20 calendar days from the signing of the contract agreement.
21 b.	The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 No
23.1	Deleted.
24.1	Deleted.
27.2	The cost of license agreements of software's etc., if necessary/ any, shall be included by the consultant in their tendered prices and deemed to be included in the contract price of the assignment.
35.1	The holidays are those announced through gazette notifications, generally Sunday is termed as holiday. The working hours are 08 hours except food time etc.
36.1 (g)	The following sub-clause is deleted in their entirety. Sub-clause 36.1 (g).
42.2	Payments are to be made in local currency only i.e. Pak Rupees. The ceiling in local currency is the Contract Price and Reimbursable Cost to Consultant.
43.3	Price adjustment on the remuneration of consultant does not apply.
44.1	The contract price of the assignment of the consultant shall include all taxes, duties, fees, levies, and other impositions imposed/ applicable under the applicable laws of the Federal Government. The consultant is responsible for all such taxes, duties, levies etc. and procuring agency shall deduct the taxes, duties, levies etc. from the payments made to consultant for the performance of the services under the contract as per applicable laws applicable in Capital Territory of Islamabad announced by the Federal Government.
44.2	Sub-Clause 44.2 is deleted in its entirety.
45.1	The currency of payment shall be Pakistan Rupees only.
46.1(a)	Sub-clause 46.1 (a) is deleted in its entirety.

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46.1(c)	Sixty (60) is replaced with twenty (20) calendar days.
46.1(d)	Ninety (90) is replaced with thirty (30) calendar days.
46.1(e)	The bank accounts for local currency only of the Consultant:
47.1	The interest rate is Nil.
49. Amicable Settlement.	<p>Following is added in the Clause-49:</p> <p>Dispute Resolution</p> <ul style="list-style-type: none"> i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. After the conclusion/ completion/ failure of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of both parties. iii. In the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language. iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion, however both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

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	<p>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider.</p> <p>Arbitrator's fee: The fee shall be specified in Pak Rupees, as determined by the parties/ arbitrator(s)/ court, which shall be shared equally by both parties.</p>
Clause-50	<p>Following clause-50 is added in GCC/ SCC.</p> <p style="text-align: center;">50. VARIATION ORDER:</p> <p>50.1 Such additional work which are required by Client to be done by the consultants and involving changes or variations from the original services/ works shall be made a formal part of the Contract Documents by means of variation order. Each variation order shall be approved by the competent Authority/Forum and accepted by the consultants after which it shall become an integral part of the contract document and shall include adequate identification of the contract, brief description of the changes statement of the price change (if any), extension of completion time (if any) and all attachments needed to fully explain nature of the variation, justifications and shall indicate the cumulative changes in the consultancy contract price.</p>

Appendices

- Appendix A – Terms of Reference.
- Appendix B – Bid Prices.
- Appendix C – Deliverables.
- Appendix D – Time Schedule.
- Appendix E – Payment Schedule.
- Appendix F – Consultants' Affiliations (PEC & CDA).

APPENDIX A
TERMS OF REFERENCE

The TOR are detailed in Section IV (Terms of Reference) in the RFP and modified based on the Consultant's Proposals if appropriate and necessary for the completion of the assignment.

The appendix shall include the final Terms of Reference (TOR) worked out by the Procuring Agency and the Consultant during the contract negotiations such as, dates for completion of various tasks; detailed reporting requirements; procuring agency's input, specific tasks that require prior approval by the Procuring agency etc.

APPENDIX B
LUMPSUM BID PRICE

The table regarding lumpsum evaluated tendered cost will be inserted from Financial Proposal (Form FIN-1).

APPENDIX C
DELIVERABLES

The deliverables are stipulated in the Section-IV: Terms of Reference (ToR) as stipulated in the RFP.

The basic requirement is related to submission to CDA regarding vetting of the Structural Designs, vetted calculations including corrected calculations, CDA specified structural vetted design certificates including documents on the prescribed format of CDA, vetted structural drawings including corrected structural drawings etc. in hard and soft format with appropriate number of copies duly signed and stamped by the vetted consultancy organization as per requirement of CDA for the structural vetting designs for the Office Building of CCP, Plot No. 36 & 38, Sector G-10/4, Mauve Area Islamabad.

APPENDIX D
Time Schedule

The complete assignment shall be completed by the consultancy organization within 20 calendar days counted from the date of signing of the contract for the assignment.

APPENDIX E
PAYMENT SCHEDULE

The lumpsum bid price in the contract agreement is payable after the satisfactory completion of the services and furnishing of the deliverables (Appendix-C) as stipulated in Terms of Reference (TOR) in the RFP within 20 calendar days after receipt of the invoice/ bill for the services. The applicable taxes to be deducted by CCP as per applicable laws/ rules/ regulations in the ICT.

APPENDIX F
CONSULTANTS' AFFILIATION
(PEC & CDA)

The table showing the affiliations of the consultancy organization from PEC & CDA to be inserted.

Section VIII: Checklist for Submission of Proposals

Checklist of required Documents with Proposal

Requirement	Description	Tick (If submitted)
Incorporation Certificate	Furnish Incorporation Documents of the participating bidder/ Consultancy Organizations.	
NTN No.	Furnish NTN Number/ Certificate by the participating bidder.	
STRN/ Sales Tax	Furnish Sales Tax Certificate/ Number by participating bidder.	
Name in ATL	Furnish proof for the bidder's organization in the Active Taxpayer List (ATL).	
CDA License	Provide valid CDA Structural Vetting Design Consultant (Building) License.	
PEC License	Provide valid relevant PEC License for structural designs.	
Affidavit for non-blacklisting	Provide affidavit for non-blacklisting of the bidder with Government, Semi-government, autonomous, national, international and private organizations on the letterhead of the organization. The name of the bidder is also not listed in the backlisted organizations on the website of PPRA.	
Affidavit for Third Party	Furnish Affidavit for Third Party by the participating bidder i.e. the bidder was not party of the structural design which was carried out by M/s. Development Consultancy Services (Pvt) Ltd. for the Office Building of CCP. The affidavit may be provided on the bidders' letterhead.	
Proposal Securing Declaration	Provide Proposal Securing Declaration Form as per format and contents provided in the RFP. This may be provided on the bidder's letterhead.	
Bidders' Profile	Furnish complete profile of the participating consultancy organization/ bidder.	
Proposal Submission Form	Provide Proposal Submission Form as per the provided format.	
Bid Prices	Furnish Financial Proposal Form FIN-1.	
Proposals Signed and Stamped	The complete Proposal to be signed and stamped by the bidder.	

REQUEST FOR PROPOSALS (RFP)
(FINANCIAL PROPOSAL)
(SINGLE STAGE SINGLE ENVELOPE PROCEDURE)

PROCUREMENT OF CONSULTANCY SERVICES FOR
THIRD PARTY VETTING STRUCTURAL DESIGNS

FOR

CONSTRUCTION OF OFFICE BUILDING

OF

COMPETITION COMMISSION OF PAKISTAN, PLOT No. 36
& 38, SECTOR G-10/4, MAUVE AREA ISLAMABAD.



COMPETITION COMMISSION OF PAKISTAN
(CCP)

(JUNE-2024)

Section – IX

Financial Proposal – Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal.

Form FIN-1: Lumpsum Bid Price for Complete Third Party Vetting Of Structural Designs as per complete stipulated in the RFP.

FORM FIN-1 – LUMP SUM BID PRICE FOR THIRD PARTY VETTING OF STRUCTURAL DESIGNS AS PER COMPLETE STIPULATIONS IN THE RFP.

S. No.	DESCRIPTION	FORM No.	TENDERED COST (IN PAK. RUPEES ONLY)	TENDERED AMOUNT IN WORDS
1	Total Tendered Cost for Complete Third Party Vetting of Structural Designs as per the complete stipulations of the RFP, inclusive of all applicable taxes (e.g. Income tax, GST, etc.) for Consultancy Services of Office Building of CCP, Plot No. 36 & 38, Sector G-10/4, Mauve Area Islamabad.	FIN-1	Rs.	RUPEES
TOTAL TENDERED COST FOR COMPLETE THIRD PARTY VETTING OF STRUCTURAL DESIGNS AS PER COMPLETE STIPULATIONS OF THE RFP, INCLUSIVE OF ENTIRE APPLICABLE TAXES (E.G. INCOME TAX, GST ETC.) FOR THE CONSULTANCY SERVICES OF OFFICE BUILDING OF COMPETITION COMMISSION OF PAKISTAN (CCP), PLOT No. 36 & 38, SECTOR G-10/4, MAUVE AREA ISLAMABAD.			Rs.	RUPEES

NOTE: THE AMOUNT IS PAYABLE AFTER THE SATISFACTORY COMPLETION OF THE THIRD PARTY VETTING OF STRUCTURAL DESIGNS AS PER COMPLETE STIPULATIONS OF THE RFP. THE TAXES TO BE DEDUCTED FROM THE PAYABLE AMOUNT IN ACCORDANCE WITH THE RELEVANT LAW/ RULES/ REGULATIONS APPLICABLE TO ISLAMABAD CAPITAL TERRITORY (ICT).
