

GOVERNMENT OF KHYBER PAKHTUNKHWA



**REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES OF
MUNICIPAL SERVICE PROGRAM IN KHYBER PAKHTUNKHWA”**

ADP SCHEME No. 738/110326 (2015-16)

**HIRING OF CONSULTANT FOR CONSTRUCTION SUPERVISION OF THE SCHEMES
“IMPROVEMENT & REHABILITATION OF WATER SUPPLY & SANITATION IN MALAKAND &
D.I .KHAN DIVISION KHYBER PAKHTUNKHWA”**

LOCAL GOVERNMENT & RURAL DEVELOPMENT
DEPARTMENT GOVT: OF KHYBER PAKHTUNKHWA

April 28, 2020

April 29, 2020

To

M/S (Consultants name).

Subject : **Request For Proposal for Engineering Consultancy for D. I. Khan & Malakand Divisions**

You are requested to submit "Request for proposal" in two separate envelopes marking as technical proposal and financial proposal. Blank Request for proposal for the said assignment can be obtained from office of the Project Director PMU MSP H.No. 43-B/1, Sahibzada Abdul Qayum Khan Road, University Town Peshawar from 29-04-20 between 10:00 am to 4:00 pm by paying Request for proposal fee (non-refundable) of Rs-1,000 per set.

The pre-proposal meeting will be held on 07-05-20, at 11.30 am at PMU MSP office. Request for proposal will be received back on / before 18-05-20 upto 11:30 am in office of the PD, PMU and will be opened on the same day at 11.30 am, by the consultant selection committee in the presence of consultants/ NGO's or their authorized representatives who wish to present.

The Request for proposal can also be download from MSP website www.msppk.gov.pk and KPPRA website.

(Procurement Specialist)
Municipal Services Program

Copy to:

1. Project Director, PMU-MSP.

BACKGROUND INFORMATION

Local government tiers, particularly municipalities, constitute important delivery vehicles for key public services. Despite their crucial role, unfortunately local levels of government in Pakistan have long suffered from a lack of clarity regarding their role, lines of authority and division of responsibilities with the provinces and the federal government. The low quality of municipal service delivery contributes to Pakistan's poor social indicators. Finally, most municipalities lack transparency and accountability in their operations, and rarely solicit citizen input into decision-making.

Improving municipal service delivery is one of the many challenges confronting local government institutions. Many municipalities are struggling to find ways to meet their obligation to deliver services, and are beginning to explore options to develop professional management and sustained levels of funding to undertake rehabilitation/up gradation of services and improve the service delivery. The existing antiquated and dysfunctional systems of water supply, sewerage and solid waste management require major interventions in terms of improved technologies and extended coverage.

In the specific context of the three target divisions of Khyber Pakhtunkhwa-Peshawar, Malakand & D.I.Khan, rapid population growth in urban areas of these divisions has put tremendous pressure on the aging and insufficient infrastructure for essential municipal services like water supply, sanitation, solid waste management, markets, street lighting and street improvements. This coupled with poor urban planning, obsolete operational and information management systems and lack of citizen participation results in insufficient and highly unreliable service provision. To address these challenges, the "Municipal Services Delivery Program" of Khyber Pakhtunkhwa specifically focuses on investing in municipal services infrastructure, improving local governance and management systems, enhancing capacities of service providers and encouraging ownership of local communities. The MSDP activities of water and sanitation is now extended to District Malakand and D. I. Khan.

INSTRUCTION TO THE CONSULTANTS REGARDING SUBMISSION OF PROPOSALS

1. A Technical Proposal and a financial proposal are required to be submitted. Proposal should be in a sealed envelope indicating on each enclosure, as appropriate.
2. QCBS method will be used for hiring of consultant. The technical & financial proposal of the consultants will be evaluated according to the criteria for procurement of consultancy services of the Government of Khyber Pakhtunkhwa, applying weightage formula of 70:30 for technical & financial proposals respectively .
3. The employer reserves the right for any addition alteration or amendment in the TORs of the Project.
4. Consultants shall be responsible for payment of all taxes in respect of personnel and other activities with no liability to the client.

5. Originally signed CVs of the proposed personnel having contact numbers and postal address along with availability certificate of the personnel for the project shall be annexed in the technical proposal.
6. The technical proposal should demonstrate the firm's knowledge of the project requirement and its understanding of the requisite tasks set forth in the scope of work and Terms of Reference. It must contain the following information:-
 - i. Year of formation, Year of registration of the firm. Postal address and telephone/fax number with name of partners proprietor. If a firm has changed its name, a clear cut indication with date of change.
 - ii. Registration Number and latest renewal certificate of Pakistan Engineering Council or Pakistan Council of Architects and town planners or any other organization if applicable.
7. List of similar/specific works in hand/completed by the firm during last five years with year of start/ completion, reason for delay (if any), total project cost, total cost of consultancy, scope of the work and actual services performed by the firm.
8. Only those of the similar projects will be considered for evaluation for which the scope of services, total cost and cost of consultancy services is certified by the client department or the firm furnishes evidence to this effect. A certificate from the client department that the firm has satisfactorily completed the consultancy assignment should also be provided.
9. You are required to submit a certificate that data/information supplied in the proposal is absolutely correct & accept full responsibility for its accuracy.
10. Price proposal should be all inclusive, fixed lump sum amounts for the services to be provided. Open-ended price proposals should be rejected.
11. The quoted fixed lump sum cost includes all salary cost, direct cost (Non salary cost), overheads & contingencies & there will be no additional payment admissible on part of the client.
12. The successful firm would be asked to reconfirm the availability of the personnel nominated for the assignment in its technical proposal. If it is established that key staff was offered in technical proposal without confirming their availability, the competent forum may disqualify the firm.
13. The proposal would be treated as non-responsive if any of the items as mentioned above which is required for evaluation is omitted.
14. Unsealed technical and financial proposal should be rejected out rightly.
15. Any observation on TOR must be brought into the notice of the Department before last date of submission of the proposals. No objection will be entertained after the submission of the proposals.

OTHER CONDITONS

1. Security deposit and income tax will be deducted as per the prevailing Government rules.
2. The consultants shall establish full fledge Office at Malakand and D. I. Khan divisions for close liaison.

3. Consultant shall participate in monthly progressive meetings/presentation as directed by the department for which no TA/DA, boarding, lodging and claim for incidental charges etc., shall be entertained.
4. The consultant shall not sublet the supervision or any part thereof.
5. The consultants will provide undertaking for the effect that the key staff would not be employed on the other projects during the currency of this agreement without prior permission from the client. Any violation will liable the contract for termination.
6. If the consultant fails to complete any activity or part of activity the client reserve the right to execute the same at the consultant risk & cost.

**HIRING OF CONSULTANT FOR CONSTRUCTION SUPERVISION OF THE SCHEMES
“IMPROVEMENT & REHABILITATION OF WATER SUPPLY & SANITATION IN MALAKAND &
D.I .KHAN DIVISION KHYBER PAKHTUNKHWA”**

The weightage given to the Technical & Financial proposals under QCBS selection method are:

Technical: 70
Financial: 30

1. Formula for evaluation of consultant’s technical proposals will be as follows:-

	MARKS
I. EXPERIENCE AND STANDING	20
II. PERSONNEL	50
III. APPROACH AND METHODOLOGY	30
TOTAL	<u>100</u>

Sr.No	Description	Max weight
I	FIRM’S EXPERIENCE(20)	
	a) Number of similar projects undertaken	12
	b) Consultancy Cost of these projects	08
	Sub Total-I	20
II	APPROACH AND METHODOLOGY (30)	
	a) Understanding of Objectives	04
	b) Quality of Methodology	04
	c) Work Plan & Manning Schedule	14
	d) Innovativeness	04
	e) Proposal Presentation	04
	Sub-Total-II	30
III	PERSONNEL(50)	50
	Total (I=II+III)	100

I. FIRMS EXPERIENCE (20)

a. Number of Similar Projects under Taken: (12)

Only those similar projects(completed/in hand) in last 5 years would be taken up for evaluation for which the scope of services, cost of the project and cost of consultancy services is certified(Acceptance/work order) by the client department or evidence thereof is furnished by the firm. A certificate from the client department that the firm has a satisfactory completed the consultancy assignments should be also provided.

b. Consultancy cost of these project: (08)

Only those **similar projects** (completed/in hand) in last 5 years would be taken up for evaluation for which cost in **PKR** of consultancy services (**Design and supervision**) is certified by the client department or evidence thereof is furnished by the firm. A certificate from the client department that the firm has a satisfactory completed the consultancy assignments should be also provided.

*Note:-List of similar/specific projects(completed/ in hand) in last 5 years with year of start/completion, reasons for delay (if any) total cost of consultancy service in **PKR**, scope of work and actual services performed by the firm is required to be attached in the proposal.*

II. APPROACH AND METHODOLOGY (30)

Approach and Methodology carrying 30 marks will be sub-divided into the following categories:-

a. Understanding of objective 04marks

It would provide evidence of the firm’s general understanding of project objective, coverage of principal requirement indicates in the term of reference.

b. Quality of methodology 04 marks

It would provide the degree to which the methodology represented matches the requirement given in Term of Reference.

c. Work plan and manning schedule 14 marks

It would take into account more detail aspect of planning of work including a proposed manning schedule and network diagram for activities to be undertaken. A study of comparative statement of the man-month schedule of various expert offered by competing firms in the manning schedule will indicate imbalanced to the DCSC to help in correct appreciation of various proposals in rating. The firm offering most reasonable and balanced distribution of man month of relevant expert will be awarded maximum marks.

d. Innovativeness ----- 4 marks

Proposal of alternative approaches for the implementation of the project.

e. Proposal presentation ----- 4marks

III. PERSONNEL(50)

A	Key personnel	Max Weightage (50 Marks)
1	Team Leader/Project Manager	15
2	Resident Engineer	10
6	Site Inspectors	10
8	Surveyor	5
9	Admin/Accountant	5
10	Cad Operator	5
	Sub Total (A)	50

Key Personnel(Supervision Staff)		
Project Manager/ Resident Engineer		
a. General Qualification		
i.	Basic Degree (Bachelor)	25%
ii.	MSc	05%
Sub Total (a)		30%
b. Adequacy for Assignment /Experience		
i.	General Experience	15%
ii.	Similar Experience	20%
iii.	Specific Project Experience	10%
iv.	Status with firm	05%
v.	Local language	05%
vi.	Working as PM /RE/ ARE on related projects	15%
Sub Total(b)		70%
Total (1) (a+b)		100%
2. Key Personnel(Design staff)		
a. General Qualification		
i.	Basic degree (Bachelors)	25%

ii.	M.Sc	5%
Sub Total(a)		30%
b. Adequacy for Assignment / Experience		
i.	General Experience	20%
ii.	Similar Experience	30%
iii.	Specific Project Experience	10%
iv.	Status with firm	05%
v.	Local language	05%
Sub Total(b)		70%
Total (a+b)		100%

Important Notes: -

1. Minimum overall qualifying marks will be 70%. The competent forum may however, decide to lower the qualifying marks to 60% if required in any particular case when the firms with minimum score of 70% are not available. In case none of the prequalified firms obtain the desire minimum marks, the committee may decide to re-advertise.
2. Minimum of 40% marks in each category shall be mandatory for a firm to be qualified/considered for award of consultancy.
3. While considering the experience of the firm, the firm and not the individuals working in the firm will be evaluated. The experience of individuals working in the firm will be assessed separately, under personnel.

Note: "Experience/standing of the firm means experience in the relevant field that is the field for which consultancy is being arrange"

4. A firm that may have changed its name, style or form business will earn its experience from the date of change.
5. the expert/specialist to be evaluated indicating their specialty, nature or duties assigned in the project and man months given in manning schedule.
6. List of professional staff and C.V's of the key experts who will be handling the assignment with names. National I.D Card Number, qualification, year of passing various degrees and post qualification practical experience. The engineering council, PCATP/ Such other organization registered number of each Engineer/Architect/planner etc. will be obligatory on prescribed format.
7. An undertaking in writing by the expert as to his availability and willingness for the period mentioned in the manning schedule will be mandatory. A certificate by the firm that the personnel/experts proposed for this assignment will not be employed against any other project during the man-months earmark in manning schedule of this project.
8. NOC from the employer of the expert and undertaking by the expert in writing as to his availability and willingness for the period mentioning in manning schedule, shall be mandatory.

9. *In case where serving Government employee is offered the assignment, NOC regarding his availability for the project duration from the competent authority would be obligatory.*
10. *The qualification and experience of the expert must always be relevant to the specially to be assigned to them in the job under consideration. Team leader need not to be evaluated separately. If expert proposed to be engage by the firm exceed the maximum number to be evaluated, only those of the relevant expert will be evaluated whose involvement in the project in the team of man month is highest. In case a firm offers an irrelevant or un-suitable person for evaluation, the competent forum may ignore him all together.*
11. *In cases, where it is established that information supplied by any firms/consultant is false or intentionally misrepresented, the competent forum may take appropriate action against the firms which may lead to black listing of the firms.*
12. *The key staff detailed CV needs to be submitted where as for the other professional staff only qualification and experience be provided. The technical proposal would be evaluated on the basis of key staff qualification, experience and extent of availability for this assignment.*
13. *If the personnel have remained within firm for more than one year continuously will be awarded 100 % marks in category. Otherwise the personnel will be awarded 50% marks in category.*
14. *No marks will be awarded to an incumbent who is already engaged on currently ongoing project at the time of evaluation of technical proposal.*
15. *No marks will be awarded to person who is presently employee of Government / semi Government / public department unless NOC from parent department is provided.*

SUPERVISION STAGE:

- 1) The quality and quantity assurance shall be the sole responsibility of the consultants being the engineer in charge of the project.
- 2) Full time supervision of the scheme since start of the work till final satisfactory completion of all components as mentioned in the scope of the work.
- 3) Developing and ensuring quality assurance mechanism as per engineering standards.
- 4) Expediting progress at the sites as per work plan for timely completion of the project.
- 5) Preparation and presentation of monthly progress report or any review/report requested by the client of the project.
- 6) Taking measurement of work done carried out by the contractor, preparation, submissions and verification of interim payment certificates (IPCs) including final bill security and any other advances extended to the contractors/subcontractor (if any) as per Government rules.

**Consultancy services for the Construction/Supervision of Malakand and D. I.
Khan Divisions of Khyber Pakhtunkhwa**

Estimated Man-months of key and other personnel (Supervision Phase – 16 months)

Sr. No.	Detail of Key Personnel	MM
A- Key Staff for Construction Supervision		
1	Team Leader/Project Manager (Specialization in Water Supply and Sanitation)	16
2	Resident Engineer (Water Supply& Sanitation)	32
3	Planning Engineer (Water Supply& Sanitation)	32
4	Admin/Accountant	32
	Sub-Total	112
B- Supporting Staff for Construction Supervision		
1	Site Inspector (Sub-Engineers)	80
2	Auto Cad Operator	32
3	Office Boy	64
4	Vehicles(Car/pick up), POL,O&M Charges	48
5	Motor cycle, POL, O&M Charges	80
6	Stationeries/printing /Photostat etc	32
7	Security Guards	32
8	Office Rent	32
9	Utilities Bills	32
10	Driver	64
11	Quantity Surveyor (QS)	32
	Sub-Total	528

Notes:

- 1. The lead firm should have at least 50% (fifty-percent) of the staff on the permanent fulltime role (having a minimum of one year)standing with firm) nominated to work on the assignment.*
- 2. All key input and core staff of the consultant should be nominated by name in the proposal against each required position; if a key staff nominated/engaged in other proposals/project will earn zero marks.*
- 3. The consultants will provide undertaking for the effect that the key staff would not be employed on the other project during the currency of this agreement, any violation will liable the contract for termination.*

Part-II

Qualification and Experience of Consultant's Key personnel

Consultant will assign adequately qualified personnel to carry out the implementation of project as described in TOR. Man-month input for which are indicated in **Part-I** of this **Annexure**. In particular, the key personnel should possess the qualifications and experience as indicated in following.

1. Team Leader / Project Manager

He should be at least graduate in civil Engineering from Recognized University. If master's in civil Engineering or other related engineering fields would be given additional weight age.

He should have specific experience of working in senior-techno position with at least 10 years on relevant projects. The incumbent should have minimum experience of 15 years in related activities. He should be able to lead the team of the consultant and assist the LG, E&RDD in timely completion of the services with a quality output.

2. Resident Engineer

He should be at least B.E in civil from Recognized University. If MS in civil Engineering or other related engineering fields would be given additional weight age.

The incumbent should have minimum experience of 8 years in relevant field. He should be able to lead the team of the consultant and assist the LG, E&RDD in timely completion of the services with a quality output.

3. Planning Engineer

At least 5 years of relevant experience at the national or international level in civil engineering; design, implementation and monitoring of civil engineering work. Experience in working with international organization preferred. Strong usage of computers and office software packages (MS Word, Excel, etc.) and Understanding project specifications and developing time schedules and budgets.

4. Site Inspectors

He should be at least DAE in civil Engineering from reputed institution with have minimum experience of 5 years in relevant field with additional skill in computer literacy.

5. Quantity Surveyor

He should be at least DAE in civil Engineering from reputed institution.

The incumbent should have minimum experience of 5 years in relevant field with additional skill in computer literacy.

6. Admin/Accountant

He should be at least BCom/BBA from Recognized University. The incumbent should have minimum experience of 5 year in relevant field.

7. Cad Operator

He should have AutoCAD diploma in relevant field from reputed Institution with minimum experience of 3 years in relevant field.

DETAILS OF PROJECTS:**Dera Ismail Khan Works**

SNo	Package No	Description	Estimated Cost (Rs. In million)
1	Package # 1	Improvement and Rehabilitation of 3 Nos Tube wells at Fire brigade area & Improvement and Rehabilitation of 6 Nos Tubewells at Darya band area including replacement of existing supply main pipe	Rs. 70.34
2	Package # 2	Construction of New Tubewell and Laying of Distribution system at Gillani Town	Rs. 35.41
3	Package # 3	Improvement and Rehabilitation of Water supply scheme-1 at Defence Colony Diyal Road & Scheme-5 at Himmat	Rs. 41.85
4	Package # 4	Improvement & Rehabilitation of Tubewell/Water Supply Scheme-3 at Tuseefabad #2 and laying of distribution system & Installation/Construction of New Tube well & Laying of Distribution System at Nawab Scheme-6	Rs. 23.67
5	Package # 5	Providing/Laying of Sewer line from Tank Ada/Noor Bagh till Earthen Drain near Darya Band	Rs. 355.91

Malakand Division (Mingora Swat) Works

SNo	Package No	Description	Estimated Cost (Rs. In million)
1	Package # 1	Improvement & Extension of 6 Nos Water Supply Schemes	Rs. 144.13
2	Package # 2	Improvement & Extension of 6 Nos Water Supply Schemes	Rs. 164.73
3	Package # 3	Supply & Installation of 25 Nos. Pumping sets for Tubewells	Rs. 48.79
4	Package # 4	Supply of Containers 500 Nos.	Rs. 25.73

INSTRUCTIONS TO USERS OF THIS DOCUMENT

(Not to be included in the Contract Documents)

1. This document is designed for Engineering Consultancy Contract on "Lump Sum Assignments" basis stipulated in Item-6, Appendix A of "Conduct and Practice of Consulting Engineers Bye-Laws 1986 (SRO 809(1)/86)" issued by the Pakistan Engineering Council. Two other documents for Engineering Consultancy Contracts namely, (a) "Standard Form of Contract for Engineering Services (Time Based) and (b) "Standard Form of Contract for Engineering Consultancy Services for Small Works" are also separately published. It is expected that most of the Engineering Consultancy contracts will generally be covered by the above three documents, however, for any other mode of remuneration to the consultants as stipulated in Appendix-A of the above referred PEC Bye-Laws, the users are to tailor the relevant clause(s) to suit their requirements.
2. This document is recommended for use on such projects where the scope of engineering consultancy services can be fairly estimated and well defined and all inclusive fixed lump sum payment including salary cost, the overheads, the fee and direct non-salary costs is to be made against the services.
3. This document has been developed for use of consultancy services with payment of remunerations in Pakistani Rupees as well as in foreign currencies. However, in case one of the currencies is not used, appropriate modifications shall be made in the "Special Conditions of Contract" and relevant Appendices.
4. No change shall be made by the users in the "General Conditions of Contract" of this document. Any adjustment or change to meet specific project features shall be made only in the "Special Conditions of Contract".
5. Instructions to users are also provided in various places of this document within parenthesis or as Note(s). Users are expected to edit and finalise this document accordingly, by filling all the blank spaces and forms, deleting all the notes and instructions intended to help the users.

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

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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, 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 the Services

Appendix B : Reporting Requirements

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 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 Sub consultant 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) "Sub consultant" 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 Sub consultant; 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 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the 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 break up 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) 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:

- i. 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;
- ii. terminate the Contract; and
- iii. 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

No. Amendments of, and Supplements to, Clauses in the General Conditions of
of GC Contract
Clause

1.1 Definitions

(p) "Project" means

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

Telephone : _____

Facsimile : _____

E.Mail : _____

For the Consultants:

_____ (Name of Project Manager)

_____ (Project)

_____ (Address)

Telephone : _____

Facsimile : _____

E.Mail : _____

1.7 Taxes and Duties

[Note: To be included in this Sub-Clause as agreed with the Client.]

[All notes should be deleted in final text. All blanks should be filled in.]

1.8 Leader of the Joint Venture

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

[Note: If the Consultants do not consist of more than one entity, the Sub-Clause 1.8 should be deleted.]

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and the amount of advance payment due upon signing of the Contract is received by the Consultants.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be days, or such other period as the Parties may agree in writing.

[Note: Fill in the time period e.g one hundred twenty (120) days.]

2.3 Commencement of Services

The Consultants shall commence the Services within twenty-one (21) days after 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 period of completion of Services shall be 16 months from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before 20...

"Completion of Services" means.....
.....
.....
..

3.5 Insurance to be Taken out by the Consultants

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rs.....
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall also clear with the Client, before commitments on any action 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.

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

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

5.1.1 Assistance

(a) The Client shall make available within days from the Commencement Date, the documents namely
.....
.....
..

This list if warranted shall be supplemented subsequently.

(e) Other assistance and exemptions to be provided by the Client are.....
.....
..

5.1.2 Coordination

(a) The departments and agencies include
.....
.
.....
.

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.

6.1 Lump Sum Remuneration

[Note: In case there are other expenditures in respect of which reimbursement is allowed in addition to the lump sum remuneration, details of such reimbursable direct costs expenditure which may include Subconsultants' costs, printing, communications, travel, accommodation etc., may be indicated herein. Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.]

6.2 Contract Price

- (a) The amount in foreign currency is
- The amount in local currency is Pakistani Rupees.....
- (b) The break up of foreign and local currencies shall be as under:
- For Construction supervision, total foreign currency comprising.....(Name the currency/currencies) is..... and total Pak Rs. is

6.3 Terms and Conditions of Payment

[Note: Terms and Conditions of Payment provided below is meant for sample reference. This should be edited on case to case basis as per scope of work of the engineering consultancy services of the specific project.]

For Construction Supervision

- (a) A lump sum amount in foreign and local currencies referred under SC 6.2 against Construction Supervision shall be paid to the Consultants for the Services to be completed within a period specified in SC 2.4.

- (b) Payment shall be made according to the following schedule:
 - (i) An amount of Rs.....(amount in words) shall be paid per month for months. In case the Services are completed before the scheduled date of completion stated in Clause 2.4, the balance amount shall be paid to the Consultants with their final bill.

- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit their bill in duplicate to the Client. Supporting documents shall be submitted for reimbursable direct costs expenditure, if any.

6.4 Period of Payment

6.5 Delayed Payments

Financing charges are as under:

- (i) for foreign currency = ----- percent (___%) per annum
- (ii) for local currency = eight percent (8%) per annum.

IV APPENDICES

Appendix A

Description of the Services

CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION OF THE SCHEMES AT DI KHAN & MINGORA SWAT UNDER "MUNICIPAL SERVICES PROGRAM KHYBER PAKHTUNKHWA".

SCOPE / TERMS OF REFERENCE (T.O.R)

FOR

CONSULTANCY SERVICES

The consultants are required to provide their services for Construction Supervision of the following Schemes for DI Khan and Mingora Swat. The scope of the consultancy work and the T.O.R includes but not limited to the following;

Construction supervision.

1. Detail (Full time supervision of the project).

Construction Supervision includes supervision of the project during implementation as per follows.

- 2.1. The Consultant shall provide all sorts of Technical and supervision services as required at site.
- 2.2. Technical and experienced personnel / staff in the relevant field will be deployed and paid by the consultant as per client's approval.
- 2.3. The Consultant will ensure presence of project Engineer/ Supervisory staff during the construction hours in any shift and on any day during implementation.
- 2.4. The Consultant would not make any deviation / addition and alteration in BOQ, designs and drawing what so ever without prior written approval by the client.
- 2.5. The Consultants will carry out actual measurement of work done at site, check with the contractor bill after approval of the client.
- 2.6. The Consultant shall be responsible for any over payment (on account of quantity and quality) during execution or after payment of final bill to the contractor.
- 2.7. The Consultant shall be responsible to specify execute / verify all quality control tests of various items to be executed at site by the contractor in accordance with the specifications and drawings.
- 2.8. The Consultant shall be responsible to specify and approve the quarry for all materials.

- 2.9. The Consultant shall submit weekly & monthly progress report in respect of physical and financial progress along with other documents as asked by the client.
- 2.10. The Consultant shall guide the contractor and client to overcome any bottle neck / delays for timely completion of the project and ensure the possible settlement of issues amicably at grass root level.
- 2.11. Quality and quantity control in accordance with drawings, specification and BOQs will be the sole responsibility of the consultant.
- 2.12. To check / ensure all layouts, exact location of buildings, Utility services and other structures including their respective levels, lines, invert levels of manholes, drains etc. before and during the execution.
- 2.13. Quality / make and source of all construction material equipment and items to be used in structures, finishes etc. for all civil works shall be verified and approved by consultant in accordance with the drawings and specification.
- 2.14. The Consultant shall be responsible for immediate removal of any defective work or quantity of work executed beyond the scope of work.
- 2.15. The Consultant shall suspend the construction at any part of the project whenever plans are not implemented accurately as per drawings/ design and specification, and further recommend to the client about any action to be taken against the contractor for the defective construction.
- 2.16. The Consultant shall immediately inform the client in writing if anything goes wrong and is not in the interest of the project. The consultant is not supposed to hide any fact in this respect & further ensure that sub standard work is not carried out at site.
- 2.17. The Consultant shall be a liberty to check and verify any material from any laboratory regarding its quality and contents.
- 2.18. The Consultant shall ensure the safety of all staff/workers against any possible injury and will bound the contractor to provide a safe workable condition at site.
- 2.19. The Consultant shall ensure and guide the contractor and client regarding alternate route / diversion of vehicular/ pedestrian movements at project / adjoining area in collaboration with traffic department.

- 2.20. The Consultant shall issue certificate with every bill in respect of quality and quantity of work done as certified for payment to contractor.
- 2.21. The Consultant shall issue completion certificate wherein verified that all components of work are executed as per design / drawing / specification and satisfaction of the client for any payment made upon completion.
- 2.22. The client will provide maximum possible support to the consultant by utilizing its experienced staff at site.
- 2.23. The consultant will propose materials / rate analysis which are not covered / specified in the BOQ but are necessary for the successful completion of the project.
- 2.24. The Consultant shall re-adjust the lay out / design if such re-adjustment proves necessary with prior approval of the client.
- 2.25. The Consultant shall be at liberty to reject any lot of material if found below standard and specification.
- 2.26. The Consultant shall maintain proper official record / filing system of all correspondence between the client, consultant and contractor.
- 2.27. The Consultant shall keep a current set of record drawings and specification by noting all changes and variation, if any, from the original contract documents.
- 2.28. The Consultant shall hold and facilitate meetings with the client and contractor as and when required.
- 2.29. Consultant shall ensure that any instruction issued by the client in the interest of the project will be binding on the consultant / contractor.
- 2.30. Inventory for all civil, Electrical and Mechanical works etc. along with standard measurement book (SM Book), "As Built Drawing" and operation & maintenance manual shall be prepared and duly signed for handing over / taking over with the concerned Services provider/maintenance agency / department.
- 2.32. The client shall provide full cooperation/assistance required at site.
- 2.33. Any part of the additional assignment if required to be carried out will need prior approval of the client by the Consultant.

Appendix B

Reporting Requirements

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal; etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C

Key Personnel and Subconsultants

- [List under:
- 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.

 - C-2 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1.]

Appendix D

Breakdown of Contract Price in Foreign Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-foreign currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure.
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2)

Note:

This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]

Appendix E

Breakdown of Contract Price in Local Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.

2. Other reimbursable direct costs expenditure related to:
 - (a) Support staff, and work charged staff;

 - (b) Office expenditures related to:
 - (i) rentals;
 - (ii) furnishing and equipment;
 - (iii) operation and maintenance of office, office equipment and furniture, office supplies.

 - (c) Transport including running and maintenance, and other associated costs;

 - (d) Travelling etc.

 - (e) Other costs

3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2).

Note:

1. *Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*

2. *This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

Appendix F

Services and Facilities to be Provided by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

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

(a) _____

(b) _____

(c) Rent will be charged by the Client only for the family status accommodation provided to the Personnel, in the Client's colonies, at the following rates:

<u>Type of Accommodation</u>	<u>Monthly Rent (Rs)</u>
.....
.....

(d) No rent will be charged for single status residences provided by the Client to the Personnel.

2. Lodge Accommodation

If requested by the Consultants, the Client shall provide lodge accommodation, if available, to all Personnel of the Consultants or the Subconsultants when on visit to various parts of the Project area or any other station where such facilities or the lodge accommodation of the Client exists (and provided that the Personnel of the Consultants or the Subconsultants visit that place in connection with the Project) under the same terms and conditions as the Client's staff is entitled.

Appendix G

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

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

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten 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: Name of Seller/Supplier:

Signature: Signature:

[Seal]

[Seal]

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

LUMP SUM REMUNERATION

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

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

_____ **(Name of Individual Consultants)**

_____ **(Name of Individual Consultants)**

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 /TOR

Appendix B: Reporting Requirements

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 _____

Signature _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

(Seal)

Name of Member No. 2

Witness

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

(Seal)

Name of Member No. 3

Witness

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

(Seal)

