

**GOVERNMENT OF BALOCHISTAN  
GWADAR DEVELOPMENT AUTHORITY  
GWADAR**



**REQUEST FOR PROPOSAL  
FOR**

**WATER RESOURCES FRAMEWORK STUDY  
AND SHORT TERM IMPLEMENTATION  
STRATEGY FOR GWADAR**

**OFFICE OF THE PROJECT DIRECTOR WATER  
Gwadar Development Authority Gwadar  
Marine Drive, Gwadar Tel: 086-9201010,11 fax: 086-9201020**

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**LETTER OF INVITATION (LOI)**

## LETTER OF INVITATION (LOI)

Invitation No; \_\_\_\_\_

Dated \_\_\_\_\_

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Dear Mr./Ms.:

1. The Gwadar Development Authority (hereinafter called “The Client”) now invites the proposals from consultants to provide the following consulting services:

**“Water Resources Framework Study and Short Term Implementation Strategy for Gwadar”**

2. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the prequalified/short listed Consultants:

It is not permissible to transfer this invitation to any other firm –

**NOT APPLICABLE**

4. A firm will be selected under **Quality and Cost Based Selection Method** and procedures described in this RFP in accordance with the **PPRA Rules**.
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 – Draft Standard Forms of Contract (General & Special Conditions of Contract)

6. Please inform us in writing at the following address

Project Director  
Gwadar Development Authority  
Marine Drive  
Gwadar  
upon receipt:

- (a) That you received the Letter of Invitation; and
- (b) Whether you will submit a proposal or not

Yours sincerely,

Project Director,  
Gwadar Development Authority

**SECTION-1: INSTRUCTIONS TO CONSULTANTS  
(INCLUDING DATA SHEET)**

## INSTRUCTIONS TO CONSULTANTS

[Note to the Procuring Agency, this Section 1 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Agency, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

### 1. Definitions

- (a) “Client/Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Balochistan.
- (g) “Instructions to Consultants” (Section 1 of the RFP) means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- (h) “LOI” means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

**2. Introduction**

- 2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

**3. Conflict of Interest**

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

**Conflicting Relationships**

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

3.2 Government officials and civil servants may be hired as consultants only if:

- (i) They are on leave of absence without pay;
- (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

**4. Fraud and Corruption**

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in PPRA 2013 which defines:

“ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of PPRA 2013, “The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

**5. Integrity Pact**

Pursuant to Rule 89 of PPR 2015 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex-A).



**6. Eligible Consultants**

- 6.1 If short listing process has been undertaken through Request of Expression of Interest (REOI), as outlined in PPRA 2013 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.
- 6.2 Short listed consultants emerging from request of expression of interest are eligible.

**7. Eligibility of Sub-Consultants**

A short listed Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

**8. Only one Proposal**

Short listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

**9. Proposal Validity**

- 9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than two percent and shall not exceed five percent of bid amount).

**10. Clarification and Amendment in RFP Documents**

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**11. Preparation of Proposals**

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

**12. Language**

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

**13. Technical Proposal Format and Content**

13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) shall submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 2):

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 2) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 2).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 2).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 2). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last \_\_\_\_\_ (Refer Data Sheet) years.
- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 2).
- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 2).
- (vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information

**14. Financial Proposals**

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

**15. Taxes**

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

**16. Submission, Receipt, and Opening of Proposals**

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 2, and FIN-1 of Section 3. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission

**17. Proposal Evaluation**

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**18. Evaluation of Technical Proposals**

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

Public Opening and Evaluation of Financial Proposals: (LCS , QCBS, and Fixed Budget Selection Methods Only)

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

**19. Evaluation of Financial Proposals**

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be

assumed to be included in the prices of other activities or items.

19.3 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.

19.4 In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

**20. Negotiations**

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**21. Technical negotiations**

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

**22. Financial negotiations**

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

**23. Availability of Professional staff/experts**

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

**24. Award of Contract**

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.

24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**25. Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

## DATA SHEET

The following specific data for the works to be bid shall complement, amend or supplement the provision in the instruction to consultants. Wherever there is a conflict, the provisions herein shall prevail over those in the instruction to bidders and wherever there is a conflict and BPPRA, BPPRA shall prevail. Also, word PPRA 2013 should be replaced with BPPRA 2014.

| Clause No  | Description   |
|------------|---|
| 2.1        | Name of the Assignment is:<br><b>Water Resources Framework Study and Short Term Implementation Strategy for Gwadar</b><br><br>The Name of the PA's official (s):<br><b>Project Director</b><br>Address:<br><b>Gwadar Development Authority,<br/>Marine Drive, Gwadar.</b><br><b>Telephone No: _____</b> |
| 2.1        | The method of selection is: <b>Quality and Cost Based Selection Method</b>  |
| 2.2        | Technical and Financial Proposals (both)  |
| 2.3        | Pre-proposal conference will not be held  |
| 2.5        | Refer TOR   |
| 4          | Replace "Rule 89 of PPRA 2015" with "Rule 79 of BPPRA"  |
| 5          | Replace "PPRA 2013" with "BPPRA" 2014" and "Rule 35 of PPRA" with "Rule 23 of BPPRA"  |
| 5.1        | Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs. 2.500 million as per form attached in this RFP  |
| 6.1        | Replace "PPRA 2013" with "BPPRA" 2014".<br><br>Shortlisted Consultants may associate with other shortlisted Consultants: No   |
| 9.1        | Proposals validity: 90 days   |
| 9.2        | Bid Security: 2%  |
| 10.1       | Clarifications may be requested not later than five (05) days before the submission date.<br>The address for requesting clarifications is: same as provided in Clause 2.1 above   |
| 11.2       | Refer Section TOR   |
| 12         | The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.                 |
| 13.1 (i)   | <b>Subletting to sub-consultant is not allowed</b>  |
| 13.1 (ii)  | Refer Section TOR   |
| 13.1 (iii) | All key staff should be parment employee of the Consultant for atleast <b>2 years</b>   |
| 13.1(iv)   | <b>Refer Clause 18.1 below</b>  |
| 13.2(iv)   | All key staff should be parment employee of the Consultant for atleast 2 years. False statement will lead to rejection of proposal  |



Section-1: Instructions to Consultants (including Data Sheet)

|   |  |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
|---|--|-------------------|------|----------|----------------|------|----------|----------------|------|----------|---------------|------|---------|----------------------|------|-------------------|----------------|------|-------------------|--------------|------|-------------------|------------------------|------|-----------------|---------------------------------------|----------------|--------------|----------------|------------------------------|----------------|-------------------------------|---------------|---|--|---|--------------------|---|--------------------|---|--------------------|-------------------------------|------------------|---|--------------------|---|--------------------|---|--------------------|-------------------------------|------------------|----------------------------------|--------------|---|--|---|-------------------|---|-------------------|
| <b>13.2(vi)</b>   | Training is a specific component of this assignment: <b>No</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| <b>14.1</b>   | Refer Section 3 Financial proposal and TOR   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| <b>15.1</b>   | Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable: <b>YES</b>  |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| <b>16.2</b>   | Consultant must submit the original and one (01) copy of the Technical Proposal, and the original of the Financial Proposal.   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| <b>16.4</b>   | The Proposal submission address is: same as provided in Clause 2.1 above<br><br>Proposals must be submitted not later than: 15 <sup>th</sup> December 2017 at 1600 hrs   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| <b>18.1</b>   | <p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:<br/><u>Points</u></p> <p>(i) Annual TurnOver(in million rupees) of Conultancy<br/><b>[0 - 40]</b></p> <table> <tr> <td>Rs. 200 and above</td> <td>----</td> <td>40 Marks</td> </tr> <tr> <td>Rs. 150 to 200</td> <td>----</td> <td>20 Marks</td> </tr> <tr> <td>Rs. 100 to 150</td> <td>----</td> <td>10 Marks</td> </tr> <tr> <td>Less than 100</td> <td>----</td> <td>0 Marks</td> </tr> </table> <p>(ii) Specific experience of the Consultants relevant to the design<br/><b>[0 - 15]</b></p> <p>i.e. Architecture, Structural Design, MEP, HVAC, etc of commercial buildings/stadium and construction supervision</p> <table> <tr> <td>Four &amp; more Projects</td> <td>----</td> <td><b>15 numbers</b></td> </tr> <tr> <td>Three Projects</td> <td>----</td> <td><b>10 numbers</b></td> </tr> <tr> <td>Two Projects</td> <td>----</td> <td><b>05 numbers</b></td> </tr> <tr> <td>Less than two projects</td> <td>----</td> <td><b>0 number</b></td> </tr> </table> <p>(iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:<br/><b>[0 - 15]</b></p> <table> <tr> <td>a) Technical approach and Methodology</td> <td><b>[0 - 5]</b></td> </tr> <tr> <td>c) Work plan</td> <td><b>[0 - 5]</b></td> </tr> <tr> <td>d) Organization and staffing</td> <td><b>[0 - 5]</b></td> </tr> </table> <p>(iv) <b>Key professional staff qualifications and competence for the assignment: [0-30]</b></p> <table> <tr> <td>a) <b>Principal Architect</b></td> <td><b>[0-10]</b></td> </tr> <tr> <td>PCATP Valid Registration with Bachelor or Master Degree in relevant field</td> <td></td> </tr> <tr> <td>Masters Degree with 20 years Experience</td> <td><b>10.0 points</b></td> </tr> <tr> <td>Masters Degree with 15 years Experience</td> <td><b>08.0 points</b></td> </tr> <tr> <td>Masters Degree with 10 years Experience</td> <td><b>05.0 points</b></td> </tr> <tr> <td>Less than 10 years expereince</td> <td><b>0.0 point</b></td> </tr> <tr> <td>Batchelor Degree with 25 years Experience</td> <td><b>10.0 points</b></td> </tr> <tr> <td>Batchelor Degree with 20 years Experience</td> <td><b>08.0 points</b></td> </tr> <tr> <td>Batchelor Degree with 15 years Experience</td> <td><b>05.0 points</b></td> </tr> <tr> <td>Less than 15 years expereince</td> <td><b>0.0 point</b></td> </tr> <tr> <td>b) <b>Principal MEP Engineer</b></td> <td><b>[0-5]</b></td> </tr> <tr> <td>PEC Valid Registration with Bachelor or Master Degree in relevant field</td> <td></td> </tr> <tr> <td>Masters Degree with 20 years Experience</td> <td><b>5.0 points</b></td> </tr> <tr> <td>Masters Degree with 15 years Experience</td> <td><b>3.0 points</b></td> </tr> </table> | Rs. 200 and above | ---- | 40 Marks | Rs. 150 to 200 | ---- | 20 Marks | Rs. 100 to 150 | ---- | 10 Marks | Less than 100 | ---- | 0 Marks | Four & more Projects | ---- | <b>15 numbers</b> | Three Projects | ---- | <b>10 numbers</b> | Two Projects | ---- | <b>05 numbers</b> | Less than two projects | ---- | <b>0 number</b> | a) Technical approach and Methodology | <b>[0 - 5]</b> | c) Work plan | <b>[0 - 5]</b> | d) Organization and staffing | <b>[0 - 5]</b> | a) <b>Principal Architect</b> | <b>[0-10]</b> | PCATP Valid Registration with Bachelor or Master Degree in relevant field |  | Masters Degree with 20 years Experience | <b>10.0 points</b> | Masters Degree with 15 years Experience | <b>08.0 points</b> | Masters Degree with 10 years Experience | <b>05.0 points</b> | Less than 10 years expereince | <b>0.0 point</b> | Batchelor Degree with 25 years Experience | <b>10.0 points</b> | Batchelor Degree with 20 years Experience | <b>08.0 points</b> | Batchelor Degree with 15 years Experience | <b>05.0 points</b> | Less than 15 years expereince | <b>0.0 point</b> | b) <b>Principal MEP Engineer</b> | <b>[0-5]</b> | PEC Valid Registration with Bachelor or Master Degree in relevant field |  | Masters Degree with 20 years Experience | <b>5.0 points</b> | Masters Degree with 15 years Experience | <b>3.0 points</b> |
| Rs. 200 and above   | ----   | 40 Marks          |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Rs. 150 to 200  | ----   | 20 Marks          |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Rs. 100 to 150  | ----   | 10 Marks          |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Less than 100   | ----   | 0 Marks           |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Four & more Projects  | ----   | <b>15 numbers</b> |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Three Projects  | ----   | <b>10 numbers</b> |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Two Projects  | ----   | <b>05 numbers</b> |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Less than two projects  | ----   | <b>0 number</b>   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| a) Technical approach and Methodology                                     | <b>[0 - 5]</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| c) Work plan  | <b>[0 - 5]</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| d) Organization and staffing  | <b>[0 - 5]</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| a) <b>Principal Architect</b>   | <b>[0-10]</b>  |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| PCATP Valid Registration with Bachelor or Master Degree in relevant field |  |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Masters Degree with 20 years Experience                                   | <b>10.0 points</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Masters Degree with 15 years Experience                                   | <b>08.0 points</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Masters Degree with 10 years Experience                                   | <b>05.0 points</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Less than 10 years expereince   | <b>0.0 point</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Batchelor Degree with 25 years Experience                                 | <b>10.0 points</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Batchelor Degree with 20 years Experience                                 | <b>08.0 points</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Batchelor Degree with 15 years Experience                                 | <b>05.0 points</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Less than 15 years expereince   | <b>0.0 point</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| b) <b>Principal MEP Engineer</b>  | <b>[0-5]</b>   |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| PEC Valid Registration with Bachelor or Master Degree in relevant field   |  |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Masters Degree with 20 years Experience                                   | <b>5.0 points</b>  |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |
| Masters Degree with 15 years Experience                                   | <b>3.0 points</b>  |                   |      |          |                |      |          |                |      |          |               |      |         |                      |      |                   |                |      |                   |              |      |                   |                        |      |                 |                                       |                |              |                |                              |                |                               |               |   |  |   |                    |   |                    |   |                    |                               |                  |   |                    |   |                    |   |                    |                               |                  |                                  |              |   |  |   |                   |   |                   |

Section-1: Instructions to Consultants (including Data Sheet)

|             |  |
|-------------|--|
|             | <p>Masters Degree with 10 years Experience <b>2.0 points</b><br/> Less than 10 years experience <b>0.0 point</b><br/> Batchelor Degree with 25 years Experience <b>5.0 points</b><br/> Batchelor Degree with 20 years Experience <b>3.0 points</b><br/> Batchelor Degree with 15 years Experience <b>2.0 points</b><br/> Less than 15 years experience <b>0.0 point</b></p> <p><b>c) Principal HVAC Engineer [0-5]</b><br/> PEC Valid Registration with<br/> Bachelor or Master Degree in relevant field<br/> Masters Degree with 20 years Experience <b>5.0 points</b><br/> Masters Degree with 15 years Experience <b>3.0 points</b><br/> Masters Degree with 10 years Experience <b>2.0 points</b><br/> Less than 10 years experience <b>0.0 point</b><br/> Batchelor Degree with 25 years Experience <b>5.0 points</b><br/> Batchelor Degree with 20 years Experience <b>3.0 points</b><br/> Batchelor Degree with 15 years Experience <b>2.0 points</b><br/> Less than 15 years experience <b>0.0 point</b></p> <p><b>d) Principal Structural Engineer [0-10]</b><br/> PEC Valid Registration with<br/> Bachelor or Master Degree in relevant field<br/> Masters Degree with 20 years Experience <b>10.0 points</b><br/> Masters Degree with 15 years Experience <b>08.0 points</b><br/> Masters Degree with 10 years Experience <b>05.0 points</b><br/> Less than 10 years experience <b>0.0 point</b><br/> Batchelor Degree with 25 years Experience <b>10.0 points</b><br/> Batchelor Degree with 20 years Experience <b>08.0 points</b><br/> Batchelor Degree with 15 years Experience <b>05.0 points</b><br/> Less than 15 years experience <b>0.0 point</b></p> <p><b>Total weight 100%</b><br/> <b>The minimum technical score required to pass is: 70</b><br/> <b>For Joint Venture</b><br/> <b>Lead partner must meet 70% of the evaluation criteria</b><br/> <b>Other Partner must meet 30% of the evaluation criteria</b></p> <p><b>Weightage Technical = 80%</b><br/> <b>Financial = 20%</b></p> <p><b>For Construction Supervision Services following key staff with qualification and experience will be negotiated with successful consultant:</b><br/> <b>Resident Engineer</b><br/> <b>Material Engineer</b><br/> <b>Quantity Surveyor</b></p> |
| <b>20.1</b> | Expected date and address for contract negotiations:<br><b>To be notified to successful consultants</b>  |
| <b>24.2</b> | Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee : <b>10%</b>   |
| <b>24.3</b> | Expected date for commencement of consulting services:<br><b>To be notified to the successful consultant</b><br>Location of Services: All over Pakistan  |

**SECTION-2: TECHNICAL PROPOSAL - STANDARD FORMS**

## Section 2. Technical Proposal - Standard Forms

|  |  |    |
|--|--|----|
| Form TECH-1.                                 | Technical Proposal Submission Form .....   | 19 |
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**FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM**

---

*[Location, Date]*

To: *[Name and address of PA]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelop.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant] 1

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,  
Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

---

1 [Delete in case no association is foreseen.]

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

---

A - Consultant's Organization

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment along with organogram.]*

## B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

|  |   |
|--|---|
| Assignment name:   | Approx. value of the contract (in Pak Rs.):   |
| Country:<br>Location within country:   | Duration of assignment (months):  |
| Name of PA:  | Total No of staff-months of the assignment:   |
| Address of PA:   | Approx. value of the services provided by your firm under the contract (in Pak Rs.):  |
| Start date (month/year):<br>Completion date<br>(month/year):                 | No of professional staff-months provided by associated Consultants:   |
| Name of associated Consultants, if any:                                      | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project:  |   |
| Description of actual services provided by your staff within the assignment: |   |

Firm's Name: \_\_\_\_\_

**FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE  
TERMS OF REFERENCE AND ON  
COUNTERPART STAFF AND FACILITIES TO  
BE PROVIDED BY THE PA**

---

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*



## **B - On Counterpart Staff and Facilities**

[Comment here on counterpart staff and facilities to be provided by the PA according to the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

## FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

---

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (max 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) *Technical Approach and Methodology.* *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) *Work Plan.* *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

c) *Organization and Staffing.* *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

**FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS**

---

| Professional Staff |      |                   |                   |               |
|--------------------|------|-------------------|-------------------|---------------|
| Name of Staff      | Firm | Area of Expertise | Position Assigned | Task Assigned |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |
|                    |      |                   |                   |               |

**FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

---

**1. Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

**2. Name of Firm** [Insert name of firm proposing the staff]: \_\_\_\_\_  
\_\_\_\_\_

**3. Name of Staff** [Insert full name]: \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_  
\_\_\_\_\_

**6. Membership of Professional Associations:** \_\_\_\_\_

**7. Other Training** [Indicate significant training since degrees under 5 - Education were obtained]:  
\_\_\_\_\_

**8. Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:  
\_\_\_\_\_

**9. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:  
\_\_\_\_\_

**10. Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

|  |  |
|--|--|
| <p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p> | <p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>PA: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> |
|--|--|

**13. Certification:**

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

Date: \_\_\_\_\_  
 [Signature of staff member or authorized representative of the staff] \_\_\_\_\_  
Day/Month/Year

at

Full name of authorized representative: \_\_\_\_\_



**SECTION-3: FINANCIAL PROPOSAL - STANDARD FORMS**

### **Section 3. Financial Proposal - Standard Forms**

[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 14.1 of Section 1. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.



### Section-3: Financial Proposal - Standard Forms

---

|             |  |    |
|-------------|--|----|
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**FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM**

---

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiry of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

| Name and Address of Agents<br>or Gratuity | Amount and Currency | Purpose of Commission |
|---|---------------------|-----------------------|
| _____                                     | _____               | _____                 |
| _____                                     | _____               | _____                 |
| _____                                     | _____               | _____                 |

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

- \_\_\_\_\_
1. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2
  2. If applicable, replace this paragraph with: “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.”

**FORM FIN-2. SUMMARY OF COSTS**

---

| <b>Sr.<br/>No.</b> | <b>Item</b> | <b>Cost (Pak. Rs.)</b> |
|--------------------|-------------|------------------------|
| 1                  |             |                        |

- 1 Indicate the total costs including taxes in Pak Rs. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.
- 2 The cost is for comparison of bids only. The staff input in man-months and direct cost using rates provided in relevant forms will be negotiated and Contract will be signed according to which payment to the successful consultant will be made.
- 3 The rates quoted in relevant forms are fixed for two years from the date of signing of the consultancy agreement.

**FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY**

|   |                            |                    |                        |
|---|----------------------------|--------------------|------------------------|
| <b>Reference Project - 4: Water Resources framework study and short term implementation strategy for Gwadar</b> |                            |                    |                        |
| <b>under Construction</b>   |                            |                    |                        |
| <b>S</b>  | <b>Group of Activities</b> | <b>Description</b> | <b>Cost (Pak. Rs.)</b> |
| <b>r</b>  |                            |                    |                        |
| <b>.</b>  |                            |                    |                        |
| <b>N</b>  |                            |                    |                        |
| <b>o</b>  |                            |                    |                        |
| <b>.</b>  |                            |                    |                        |
| <b>A</b>  |                            |                    |                        |
| <b>.</b>  |                            |                    |                        |
| <b>TOTAL (A)</b>  |                            |                    |                        |

Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

- 2 Names of activities should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form if any

**FORM FIN-4. BREAKDOWN OF REMUNERATION**

Reference Project - 4: Water Resources framework study and short term implementation strategy for Gwadar

**1. Salary Cost**

| Sr. No.                                       | Description   | No.  | Man-Months | Total Man-Months | Billing Rate (Rs.) | Total Amount (Rs.) |
|---|---|--|------------|------------------|--------------------|--------------------|
| <b>A. Head Office Staff</b>                   |   |  |            |                  |                    |                    |
| 1   | Project Manager   | 1  | 0.25       | 0.25             |                    |                    |
| <b>B. Supervision Team</b>                    |   |  |            |                  |                    |                    |
| 1   | Principal Architect   | 1  | 1.0        | 1.0              |                    |                    |
| 2   | Principal Engineer MEP  | 1  | 1.0        | 1.0              |                    |                    |
| 3   | Principal Engineer HVAC   | 1  | 1.0        | 1.0              |                    |                    |
| 4   | Principal Engineer Structural   | 1  | 1.0        | 1.0              |                    |                    |
| 5   | Resident Engineer   | 1  | 1.0        | 1.0              |                    |                    |
| 6   | Quantity Surveyor   | 1  | 1.0        | 1.0              |                    |                    |
| 7   | Assistant Quantity Surveyor   | 2  | 1.0        | 2.0              |                    |                    |
| 8   | Inspector   | 6  | 1.0        | 6.0              |                    |                    |
| 9   | Lab Technician  | 2  | 1.0        | 2.0              |                    |                    |
| 10  | Computer Operator   | 1  | 1.0        | 1.0              |                    |                    |
| 11  | Cad Engineer  | 1  | 1.0        | 1.0              |                    |                    |
| <b>C. Direct Cost (Out of Pocket)</b>         |   |  |            |                  |                    |                    |
| 1   | Residence, Office, Vehicles, Stationary, Courier, internet service, telephone, fax etc. | Not payable separately, bidders are required to include all such costs in the staff billing rates. |            |                  |                    |                    |
| <b>Sub-Total for one month (1)</b>            |   |  |            |                  |                    |                    |
| <b>Total for 3 Months (carried to Form 3)</b> |   |  |            |                  |                    |                    |

**SECTION-4: TERMS OF REFERENCE**  
**(Refer Appendix A)**

GENERAL CONDITIONS OF CONTRACT

# General Conditions of Contract

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[Details to be finalised by the users]

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ALTERNATE FORM OF CONTRACT IN CASE OF JV**

## FORM OF CONTRACT

- [Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.  
2. In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.  
3. All notes should be deleted in the final text.]

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:

Appendix A: TOR

Appendix B: Financial Proposal (Breakdown of Contract Prices in Pak Rs.)

Appendix C: Technical Proposal

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

Appendix E: 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;
- (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 Authorized 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 Authorized Representative 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 Authorized Representatives specified in the SC.

### **1.7 Taxes**

Unless specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

### **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 SC, to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

### **1.9 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.10 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

## **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 mutually agreed and 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 Sub-consultants or agents or employees,

nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 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 8 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 8 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 8 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.



### **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 paragraphs (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 8 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**

#### **3.1.1 Standard of Performance**

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 Sub-consultants or third parties.

#### **3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

### **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 Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

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

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

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

If the Client suffers any losses or damages as a result of proven faults, errors or omissions 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 Insurances to be Taken out by the Consultants**

In addition to the insurance stated in Sub-Clause 3.4 above, the Consultants shall take out and maintain the various insurances as are specified in the SC, at the cost and expense of the Client.

### **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 Sub-consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultants and its Personnel pursuant to this Contract;
- (c) Any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents 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 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 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

### **4.2 Description of Personnel**

- (a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants in accordance with the actual requirements of the Contract to ensure efficient performance of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-Clause 6.1(a) of this Contract.

### **4.3 Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for

the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

#### **4.4 Working Hours, Leave, Overtime, etc.**

Working Hours for Key Personnel are set forth in Appendix-C hereto.

Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorized Representative of the Consultants at site, if any, shall be preceded by the Client informed in writing.

#### **4.5 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 has committed serious misconduct or has 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) Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants 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 Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 Resident Engineer**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services, a Resident Engineer acceptable to the Client, shall take charge of the performance of such Services.

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

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

##### **5.1.1 Assistance**

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

- (a) provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) Assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) Issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) Provide to the Consultants, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC;
- (e) Assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

### **5.1.2 Co-ordination**

The Client shall:

- (a) Coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) Coordinate with any other consultants employed by 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 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

### **5.4 Services and Facilities**

The Client shall make available to the Consultants, Sub-consultants 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 Sub-Clause 6.1(b) 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.

## **5.6 Counterpart Personnel**

- (a) If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.

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

### **6.1 Cost Estimates, Ceiling Amount**

- (a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (b) Notwithstanding Sub-Clause 6.1(a) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, and the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

- (c) Notwithstanding Sub-Clause 6.1(b) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

## **6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)**

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.
- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC.

## **6.3 Currency of Payment**

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in Appendix D, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

## **6.4 Mode of Billing and Payment**

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

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:
  - (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
  - (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

Any bank interest accruing in a revolving fund shall be credited by the Consultants to the Client.

- (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 to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure.

In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.

- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement 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 Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted along with the final report and statement of the Consultants by the Client.
- (e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.



## **6.5 Delayed Payments**

If the Client has delayed payments beyond the period stated in paragraph (c) of Sub-Clause 6.4, interest 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, the Consultants, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said Additional Services, then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

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

If the Client fails to make the payment of any of the Consultants' invoice within twenty-eight (28) days after the expiry of the time stated in paragraph (c) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than twenty-eight (28) 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. FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith**

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 to the objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 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.

### **8.2 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 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.

## **9. INTEGRITY PACT**

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

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

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

of GC

#### 1.1 Definitions

(p) "Project" means **“Water Resources Framework Study and Short Term Implementation Strategy for Gwadar.”**

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

**Project Director (Water)**  
Gwadar Development Authority

For the Consultants:

\_\_\_\_\_ (Name of Project Manager)

\_\_\_\_\_ (Project)

\_\_\_\_\_ (Address)

\_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile : \_\_\_\_\_

E.Mail : \_\_\_\_\_

#### 1.8 Leader of 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.

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

The time period shall be 60 days or such other period as the Parties may agree in writing.

#### 2.3 Commencement of Services

The Consultants shall commence the Services immediately on issuance of Notice to Commence by the Client, or such other time period as the Parties may agree in writing.

**2.4 Expiration of Contract**

The period of completion of Services is three (03) month from the Commencement Date of the Services or such other period as the Parties may agree in writing.

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

The risks and the coverage shall be as follows:

- (a) Third Party liability insurance, with a minimum coverage of **PKR 200,000/- per occurrence**;
- (b) Professional liability insurance, with a minimum coverage of two times the fee;
- (c) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; **PKR 600,000/- per occurrence in case of death and PKR 150,000/- in case of injury.**
- (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, **Full Replacement Cost** (ii) any documents prepared by the Consultant in the performance of the Services, **Full cost to be incurred on the reproduction of any such document**

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

As per Construction Contract

**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

( to be discussed during negotiation meeting with the successful consultant)

This list if warranted shall be supplemented subsequently.

**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 Cost Estimates, Ceiling Amount**

The Ceiling Amount in Pak Rupees -----/-

**The accounts for local currency is:**

-----

**Payment Schedule**

| <b>S. No</b> | <b>Component</b>   | <b>Mode of Payment</b> |
|--------------|--|------------------------|
| 2            | Consultant Fee:  |                        |
|              | i) Inception report-baseline study                         | 8%                     |
|              | ii) Bathymetric survey report                              | 8%                     |
|              | iii) Water supply and demand analysis report               | 8%                     |
|              | iv) Feasibility of Seawater Desalination Plants            | 8%                     |
|              | v) Feasibility of alternative resources for captive energy | 8%                     |
|              | vi) Water management and regulatory framework report       | 8%                     |
|              | vii) Economic and financial analysis report                | 8%                     |
|              | viii) Comprehensive final report                           | 25%                    |
|              | ix) Reference design and PC1                               | 9%                     |
|              | x) Bidding documents                                       | 10%                    |
|              | <b>TOTAL</b>   | <b>100%</b>            |

**6.2 Remuneration and Reimbursable Direct Costs (Non-Salary Costs)**

6.2(a) Payments for remuneration made in accordance with Sub-Clause 6.2(a) shall not be adjusted.

**6.3 Currency of Payment**

Currency of payment is Pak. Rs only

**6.5 Delayed Payments**

The compensation on delayed payments is not admissible

**8.2 Dispute Settlement**

Disputes shall be settled by Complaint Redressal Committee define in BPPPR or through arbitration Act of 1940 in accordance with the following provisions:

The Arbitration shall take place in Lahore and in English language.

**TERMS OF REFERENCE (TOR)**

Gwadar Development Authority (GDA) is responsible for planning, development and management of urban services in the whole area of Gwadar, for which, GDA intends to hire the services of Consultants for study of project “Water Resource Framework Study and Short term Implementation Strategy for Gwadar”.

The purpose of this project is to undertake a study for the development of an appropriate water supply solution for Gwadar and its adjoining areas for the short term and medium term.

The scope of work required for Feasibility Study, Bathymetric Study, review and assessment of water supply and demand, captive energy, water management plan, economics feasibility, financial management plan for the above mentioned facilities as outlined in this section of RFP.

**1. The Consultant**

The services will be provided by a joint venture or consortium of consulting firms. The consultant will provide the staffing for carrying out above mentioned services and out of pocket expenses on required forms as provided in relevant section of this RFP.

The man-months and quantities provided are for comparing the bids of the prequalified consultants, while for actual services input, man-months, quantities etc. will be mutually agreed between the contracting parties and contract will be signed between the parties using the rates quoted by the consultant in its financial proposal.

The scope of the work for the consultants will include, but not necessarily be limited to the following.

**Tasks:**

**1- Bathymetric Study:**

The consultants are required to perform a bathymetric survey of the project site using latest Survey method and software, specifically the area preferred for seawater desalination plants.

The scope of survey includes detail of underwater terrain, depths, seafloor, and necessary hydrograph information.

The bathymetric survey shall be carried out by latest equipment and their findings shall be presented in the form of a report.

**2- Physical & Environmental Baseline Study:**

Tasks shall be undertaken includes but not limited to the following;

- The contemporary and old data related to Gwadar port and city shall be collected and reviewed thoroughly.

- Study has been conducted before for the various future of facet of the water master plan shall also be considered, such as
  - Water resources and availability,
  - Water demand,
  - Land use,
  - Allocated industrial zones,
  - Environmental issues and concerns,
  - Alternative Energy
  - Social issues and population studies of Gwadar etc.
  
- The consultants must familiarize themselves on every facet of development being undertaken at Gwadar and present their understanding in the form of Baseline Physical & Environmental Report.

### **3- Review and Assessment of water Supply and demand:**

Demand assessment and review for short to medium term (10 years' time frame):

- Consultants should consider the population of existing and future growth of area based on above mentioned time frame.
- It also includes the water demand of industrial and trade operation requirements, coastal activities and municipal requirement etc.

Water supply assessment and review:

- Consultant should assess the water requirement of city as Gwadar is an industrial hub.
- It should also be considered the existing dam, R.O plants and others supplies of fresh water.

### **4- Seawater Desalination Feasibility**

The Consultant will investigate the feasibility of Seawater Desalination Plants at Gwadar to meet the burgeoning water demand of the area. The Feasibility Study will provide operational requirements necessary to meet the demands for the short to medium term (10 years time frame) as well as provide a framework for installation of required capacity. Necessary focus areas of the study will be raw water (seawater) Intake (volumes & quality), Pre-treatment systems, RO systems, Desalination Plant operations, Capacity, Energy Requirements, Effluent Generation, Disposal of Brine (concentrate), Product Water Storage, Transportation and Distribution, Viability of Intake from Industrial sources etc.

### **5- Captive Energy:**

The consultant will look into the different options for use of alternative resources for captive energy at utilities complex in Gwadar. The focus will be on solar power and wind power. It may be includes additional avenues such a biofuels, waste to energy etc.

The most effective alternative, or combination will be selected based on following factors but not limited economics aspect,

- Capital requirements
- Maintenance costs
- Overheads
- Sustainability aspects such as environmental and social impacts and technical aspects
- Long term efficacy
- Availability of technical capital,
- Training of manpower etc.

#### **6- Water Management Strategy/ Plan:**

Based on the information from the above section, the consultant will prepare a water management framework which will connect the existing and future water demand with proposed and existing water infrastructure and water resources.

The framework will provide for a sustainable and long-lasting solution for meeting the water demand using the examined avenues of water treatment, supply and distribution. It will classify the various avenues of water requirements along with qualities, with bifurcations for industrial, municipal and ancillary water use, and identify the most suited water resource for meeting the respective needs. The document must be dynamic in nature, capable of being upgraded with passage of time, based on increasing demand and varying conditions.

Based on this strategy the consultants would recommend/prepare a water regulatory framework. This regulatory framework will serve as the implementation tool for the respective authority to regulate, control and allocate water resources among the various identified user groups and concerns.

The framework shall include a recommended tariff structure as a mandatory part and must clearly identify cross subsidies and other important details. The tariff will cater for separate user bases, e.g. industrial and municipal, and will allocate the resources effectively and correspondingly. It will include appropriate legal, institutional and financial measures (in outline form which can be developed further) to ensure a medium and long-term sustainable water supply system/infrastructure for Gwadar.

#### **7- Economic feasibility**

The consultant will perform comprehensive feasibility of the technical solution studied above, detailing project cost, breakeven, cost-to-benefit examination, study of alternative, rate of return to investment etc. The feasibility will also identify risks associated with the project along with conducting a sensitivity analysis.

#### **8- Financial management plan**

The consultant will prepare a financial management plan that will cater for the implementation of the technical solution studied in the feasibility. The financial management plan will document among other items, the flow of funds process, budgeting system, accounting system with internal control, polices governing finances and accounts, reporting system for finances with the set financial reports at pre-identified milestones, auditing steps.

The financial management plan will also detail the organizational requirement staffing, training and continuous support for financial management.



**9- Institutional control:**

Project operation need to be controlled in an area of management concerned with designing and controlling the project activities. Managerial organization will operate and manage its operations. If the requirement of hiring the contractor or third party, the consultant will assist the authority in preparation of term of reference (TORs), covering the aspect of the various proposed technical infrastructure solution provided in the utility master plan along with complete scope of work of all services.

**10- Reference design:**

For the studied technical schemes of water desalination, surface water supply and captive energy systems, the consultant must prepare and submit reference designs for short-term scenario (2020-2025). These design must clearly communicate the fundamental of the studied option implementation. They must take into account imminent requirement i.e. functionality, access, availability of local materials and skills for construction, as well as ease of operation and maintenances.

**11- Bidding documents for international bidding:**

The consultant will prepare PC-1 as well as the bidding documents for the competitive bidding of the infrastructure proposed in the framework study for short-term scenario (2020).

Due to the technical intricacies and high level of end-service required, global technical expertise is likely be engaged through international bidding. The consultant will provide complete support in preparation of relevant bidding documents and term of references (TOR) as per requirement. This will include,

- Project description,
- Estimated cost of project,
- Project justification,
- Scope of project,
- Duration of study,
- Proposed commencement,
- Implementation arrangements,
- Implementation period,
- Schedule of submission of reports/deliverables,
- Financial plan,
- Staff/manpower.

The preparation bidding Document for the project using Pakistan Engineering Council's standard bidding document, which includes the following,

- a) General condition of contract
- b) Special / particular condition of contracts
- c) Detailed construction drawings
- d) Bill of Quantities and
- e) Specifications
- f) Bid Evaluation
- g) Assist the Client in preparation of Contract Agreement and documents

**DELIVERABLES (3 hard copies and one soft editable copy)**

1. Preliminary Feasibility Report
2. Reports of bathometric survey and studies.
3. Review and assessment of water supply and demand,
4. Conceptual Design Report
5. Schematic Design
6. Final detail Design
7. Etc.
8. Tender Documents including drawings, BOQs, Specifications, Rate Analysis and Engineer's Estimates.
9. Bid Evaluation Report
10. Sets of documents required for structural vetting by local authorities for approval

**ADDITIONAL SERVICES**

If required to do so by the Client, the Consultant shall provide additional services which include the following, as appropriate:

- i. Advise the Employer with respect to carrying out the work following an appeal to arbitration or litigation to the works.
- ii. Services other than these and other than minor extras which do not materially affect the scope of the Consultant's agreement will be authorized by the Client at rates and under conditions to be mutually agreed.

**Appendix B**

**Breakdown of Contract Price in Local Currency**

**(Financial Proposal will be inserted here at the time of signing of agreement)**

| <b>S. No</b> | <b>Component</b>  | <b>Estimate</b> |
|--------------|---|-----------------|
| 2            | Consultant Fee: <ul style="list-style-type: none"> <li>I. Inception report-baseline study</li> <li>II. Bathymetric survey report</li> <li>III. Water supply and demand analysis report</li> <li>IV. Feasibility of Seawater Desalination Plants</li> <li>V. Feasibility of alternative resources for captive energy</li> <li>VI. Water management and regulatory framework report</li> <li>VII. Economic and financial analysis report</li> <li>VIII. Comprehensive final report</li> <li>IX. Reference design and PC1</li> <li>X. Bidding documents</li> </ul> |                 |
|              | <b>TOTAL</b>  |                 |

**Appendix C**

**(Technical Proposal will be inserted here at the time of signing of agreement)**

## **Appendix D**

### **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, Sub-consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in this Clause at the times and in the manner specified hereunder:

- (a) All the necessary documents required for performance of work by the Consultant if available with the Client.

**Appendix-E  
(Integrity Pact)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 2.50 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]