



PRIME MINISTER'S EDUCATION REFORM
GOVERNMENT OF PAKISTAN
PROJECT IMPLEMENTATION CELL
FEDERAL EDUCATION AND PROFESSIONAL TRAINING

**THIRD PARTY VALIDATION OF THE PROJECT
REHABILITATION OF PHYSICAL INFRASTRUCTURE OF 200
EDUCATIONAL INSTITUTE UNDER PMERP IN ISLAMABAD**



REQUEST FOR PROPOSAL

BIDDING DOCUMENTS

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DISCLAIMER
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TECHNICAL PROPOSAL FORMS
FINANCIAL PROPOSAL FORMS
STANDARD FORM OF CONTRACT AGREEMENT

January 2021

LETTER OF INVITATION

February, 2021

Subject: **Letter of Invitation for “Third Party Validation of the Project Rehabilitation of Physical Infrastructure of 200 Educational Institute under PMERP in Islamabad”**

- 1- The Project Implementation Cell, Ministry of Federal Education and Professional Training, Government of Pakistan (hereinafter referred to as “PIC” or “Client”) requests for proposal advertised on _____ for the “ Third Party Validation of the Project Rehabilitation of Physical Infrastructure of 200 Educational Institute under PMERP in Islamabad” (herein after referred to as “Assignment”) under National Competitive Bidding (NCB). The consultants may apply who fulfill the criteria mentioned in RFP.
- 2- RFP can be collected from the office of Project Engineer, PIC, PMER, during office hours on cash payment of Rs. 5,000/- (non-refundable) or in the shape of demand draft / pay order in favor of DDO Project Engineer, PIC, PMER from any scheduled bank of Pakistan.

Project Engineer, PIC, PMER
DGSE office, Hanna Road G-8, Islamabad
- 3- Method for selection of consultants will be Quality and Cost Based Selection (QCBS) through Single Stage - Two Envelope bidding procedure as described in this RFP in accordance with the Public Procurements Rules 2004 and Procurement of Consultancy Service Regulations 2010.
- 4- The RFP includes the following documents:
 1. Letter of Invitation
 2. Disclaimer
 3. Instructions to Bidders
 4. Technical Proposal Forms
 5. Financial Proposal Forms
 6. Standard Form of Contract Agreement
- 5- The client invites sealed Technical Proposal (1 original and 1 copies) and Financial Proposal (1 original and 1 copy) on standard forms prescribed in the RFP. Proposals must be delivered to the address given below by no later than _____ before 11:00 AM. The Technical Proposal will be opened on the same day at 11:30 AM in the presence of the representatives of the firms who may wish to attend. The Financial

Proposal of only Technically Responsive Consultant will be opened. Proper marking of Technical and Financial Proposal shall be done on each envelop.

- 6- It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.
- 7- The Evaluation Criteria is provided in RFP. The Technically Responsive Consultant will be invited for Financial Opening after scoring at least seventy (70%) percent overall marks in the Technical Proposal. After the Financial Proposal Opening, the combined evaluation of the Technical and Financial proposals will be carried out by weighting and adding the technical and financial scores. The weight for technical is seventy percent (70%) and thirty percent (30%) for financial component.
- 8- Bid security equal to 2% of the bid price must be attached with the Financial Proposal in the form of a Pay Order / Demand Draft in favor of DDO Project Engineer, PIC, PMER from any scheduled bank of Pakistan. Bid shall be summarily rejected if it is not accompanied by bid security.
- 9- Client reserves the right to cancel or reject the proposals under Public Procurement Rules. Incomplete proposals or those without bid security shall not be entertained. All applicable taxes shall be charged as per relevant tax laws of the Government of Pakistan.
- 10- The proposals duly signed by the authorized signatory of the JV firms should be submitted in hardcopies in case of JV.
- 11- The bid shall be valid for a period of 90 days from the date of opening of financial bids.
- 12- A Pre-proposal Conference to discuss queries concerning the proposal will be held on _____ at 11.00 AM at PIC, DGSE Office, Hanna Road, G-8, Islamabad.

Project Director, PIC, PMER
DGSE office, Hanna Road G-8, Islamabad

DISCLAIMER

1. The *Project Implementation Cell, Ministry of Federal Education and Professional Training, Government of Pakistan* (hereinafter referred to as “PIC” or “Client”) has prepared this *Request for Proposal (RFP)* Document to provide information regarding the consultancy services of “*Third Party Validation of the Project Rehabilitation of Physical Infrastructure of 200 Educational Institute under PMERP in Islamabad*” (hereinafter referred to as “Assignment”). The information contained in this Request for Proposal document (the “RFP”), or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Client (Project Implementation Cell “PIC”), or any of their employees, is provided to Bidder(s) on the terms and conditions set out in this RFP.
2. This RFP is not an agreement and is neither an offer nor invitation by the PIC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical & financial offers pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the PIC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the PIC, its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
4. The PIC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The client and its employees make no representation or warranty and shall have no liability to any person. Including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained

in this RFP or otherwise. This shall also include the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

5. The PIC also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statements contained in this RFP
6. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the PIC is bound to select a Bidder or to appoint the Selected Bidder, for the Project and the PIC reserves the right to reject all or any of the Bidders or Bids after giving reasons/ justifications as per PPRA rules.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the PIC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the PIC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation / submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION:

The education institutes in ICT, Islamabad, were not being maintained for long on the onslaught 200 schools with scattered locations were envisaged for upgradation/renovation. Multiplicity of problems existed at schools site. Responding to the long outstanding demands of the public of ICT and in line with the National Education Policy the project started with the administering agencies. The detail of the scope and basis of estimation is as follows:

- a) Repainting/Renovation of Class Rooms
- b) Repair of Floors and provision of walkways.
- c) Lexan sheet sheds.
- d) Raising of Boundary Wall and Plastering
- e) Demolishing and new construction of Boundary wall (where required)
- f) Repainting of Corridors
- g) Provision of abolition areas
- h) Repainting of Boundary Wall
- i) Roof Treatment (Bitumen with 3” thick screeding)
- j) Provision of Concertina and Barbed Wire
- k) Repair of Doors/Replacement of Doors (Where required)
- l) Repair of Windows/Replacement of Windows (Where required)
- m) Poetry and Display Boards
- n) Repair/Replacement of Electric Fixtures and wiring (Where Required)
- o) Repair/Replacement of Fans
- p) Additional Rooms without Washrooms in 75 schools only as per FDE enrollment demand
- q) Renovation of Washrooms
- r) Play Area (Where required on availability of space) + Soft landscaping
- s) Furniture (as per PC-I)
- t) Water Tank + filter
- u) Water cooler
- v) Other Scope as defined in PC-I

2. DETAILS OF THE PROJECT

The list of school are attached which were bifurcated in four packages as follows

a. Package –I – Sihala (List Attached - I)

- | | |
|-------------------------|-----------------|
| ▪ No of Schools | 50 Schools |
| ▪ Additional Classrooms | 47 Classroom |
| ▪ Agreement Cost: | Rs. 713.566 (M) |

b. Package –II – Bara kau (List Attached - II)

- | | |
|-------------------------|-----------------|
| • No of Schools | 61 Schools |
| • Additional Classrooms | 86 Classroom |
| • Agreement Cost: | Rs. 803.307 (M) |

c. Package –III – Tarnol (List Attached - III)

- No of Schools 47 Schools
- Additional Classrooms 48 Classroom
- Agreement Cost: Rs. 726.498 (M)

d. Package –IV – Urban (List Attached - IV)

- No of Schools 42 Schools
- Additional Classrooms 20 Classroom
- Agreement Cost: Rs. 847.702 (M)

The project has been completed and signed off by the schools and the Governing sponsors keeping an oversight role wishes to carry out Third party validation for the project.

3. INSTRUCTION TO BIDDER

3.1 SUBMISSION OF PROPOSALS

This section sets out, for the information and guidelines of the Bidders on preparation and submittal of the proposals. The Bidding Process shall be based on Single Stage-two envelope bidding procedure under which each bidder / Joint Venture companies shall submit their proposals in clearly marked envelopes in the following manner:

- i. The bid shall comprise a single package clearly indicating “PROPOSAL FOR THIRD PARTY VALIDATION OF THE PROJECT REHABILITATION OF PHYSICAL INFRASTRUCTURE OF 200 EDUCATIONAL INSTITUTE UNDER PMERP IN ISLAMABAD” containing two separate envelopes. Each envelope shall contain separately the financial proposal and technical proposal;
- ii. The Financial Proposal envelop shall contain proposal for study and for a detailed Report etc as per TOR.
- iii. The envelop shall be clearly marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion;
- iv. The firms will be selected based on “Quality and Cost Based Selection (QCBS)” method as per PPRA rules, 2004 and Procurement Consultancy Services Regulations 2010.
- v. The technical proposal shall be open and evaluated first. Technically qualified firms will be communicated the date venue and time of opening of financial proposals accordingly. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;

In Technical Evaluation the bidder must score at least 70% marks to qualify. Financial proposals of the technically qualified firms will be open in the presence of bidders representatives who choose to attend. The financial proposals of the firms will be returned unopened who are not technically qualified. Cumulative ranking of the bidders will be communicated after detail evaluation of the financial proposals by Client.

3.2 GENERAL TERMS OF BIDDING

- 3.2.1 A Bidder bidding as a member of a joint venture shall not be entitled to submit another bid individually.
- 3.2.2 The Bidder shall deposit a Bid Security of 2% amount in the name of Project Engineer, PIC. The Bidder has to provide the Bid Security in the shape of Demand Draft from any schedule Bank of Pakistan acceptable to the Client. The validity period of Demand Draft shall not be less than 150 days from the Bid Opening Date, and may be extended by the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The bid security shall be part of the financial envelope along with both proposals. The Bid Security shall be refundable not later than 28 days from the date of signing of Contract Agreement by the successful bidder.
- 3.2.3 In case the Bidder is a joint venture, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at Appendix.
- 3.2.4 The Bidder should submit a Power of Attorney as per the format at Appendix, authorizing the signatory of the Bid to commit the Bidder.
- 3.2.5 The financial proposal should be furnished in the format at Appendix, clearly indicating the bid amount in both figures and words, in Pak Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 3.2.6 Inclusion of any condition or qualification or any other stipulation not covered/provided under this RFP shall render the Bid liable to rejection as a non-responsive Bid.
- 3.2.7 The Bid and all communications in relation to or concerning the RFP Documents and the Bid shall be in English language.
- 3.2.8 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Client and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are instructed to treat all information as confidential and shall not be use it for any purpose other than for preparation and submission of their Bid. The CLIENT is not liable to return any Bid or any information provided along therewith except specifically mentioned.
- 3.2.9 This RFP is not transferable.

3.3 CHANGE IN COMPOSITION OF JOINT VENTURE (JV)

- 3.3.1 Where the Bidder is a joint venture, change in composition of the joint venture shall not be permitted after submission of the bid and subsequently after award of work.

3.4 COST OF BIDDING

- 3.4.1 The Bidders shall be responsible for all of the costs associated with the preparation and submission of their Bids and their participation in the Bidding Process. The CLIENT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.5 SITE VISIT AND VERIFICATION OF INFORMATION

- 3.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 3.5.2 It shall be deemed that by submitting a Bid, the Bidder has: (a) made a complete and careful examination of the RFP Document; (b) received all relevant information; (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP Documents or furnished by or on behalf of the CLIENT relating to any of the matters referred to in Clause 3.5.1 above; (d) satisfied itself about all matters, things and information contained in this RFP herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP Document and performance of all of its obligations there under; (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP Document or ignorance shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the CLIENT, or a ground for termination of the Agreement; and

3.6 RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS

- 3.6.1 Notwithstanding anything contained in this RFP, the CLIENT reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, therefore as per PPRA rules 2004.
- 3.6.2 The CLIENT reserves the right to reject any Bid and forfeit the Bid Security if: (a) at any time, a material misrepresentation is made or uncovered, or (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the CLIENT for evaluation of the Bid. (c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a joint venture, then the entire joint venture shall be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the highest ranked Bidder gets disqualified / rejected, then the CLIENT reserves the right to: (i). invite the remaining Bidders starting with the second highest ranked bidder as per criteria mentioned in PPRA Procurement Consultancy Services Regulations 2010; or (ii). take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 3.6.3 The CLIENT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Documents. Failure of the CLIENT to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the CLIENT there under.

3.7 CONTENTS OF THE RFP

- 3.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause-3.10

3.8 INVITATION FOR BIDS

3.8.1 Invitation for bid comprises the following documents Section

- a. Letter of Invitation
- b. Disclaimer
- c. Instructions to Bidders
- d. Technical Proposal Forms
- e. Financial Proposal Forms
- f. Standard Form of Contract Agreement

3.9 CLARIFICATIONS AND PRE-BID CONFERENCE

3.9.1 Bidders requiring any clarification on the RFP may notify the CLIENT in writing or by fax. The Bidders are advised to submit the queries in writing or by fax or email and the same should be sent to the CLIENT at least five (5) working days before the scheduled Pre-Bid conference.

3.9.2 A Pre-Bid Conference shall be convened by Project Director, PIC in Main Conference Room at 3:00 PM on Thursday _____, DGSE Office, G-8 Islamabad. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

3.9.3 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the CLIENT. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

3.9.4 The CLIENT may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the CLIENT shall be deemed to be part of the RFP Document. Verbal clarifications and information given by CLIENT or its employees or representatives shall not in any way or manner be binding on the CLIENT

3.10 AMENDMENT IN RFP DOCUMENT

3.10.1 At any time prior to the deadline for submission of Bids, the CLIENT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by issuance of Addenda.

3.10.2 Any Addendum thus issued will be sent in writing to all Bidders.

3.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the CLIENT may, at its own discretion, extend the Bid Due Date.

3.11 FORMAT AND SIGNING OF BIDS

3.11.1 The Bidder shall provide all the information sought under this RFP. The CLIENT will evaluate only those Bids that are received in the required formats and complete in all respect duly signed by the authorized signatory of the bidders/ JVs.

3.11.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by authorized signatory.

3.12 BIDS DUE DATE

3.12.1 Bids should be submitted before or on February _____, 2021 at 11:30 am in the office of Project Director, CLIENT in the manner and format as detailed in Letter of Invitation and Clause 3.1.

3.12.2 The CLIENT may, in its sole discretion to extend the Bid Due Date.

3.13 LATE BIDS

3.13.1 Bids received by the CLIENT after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

3.14 PRICING OF BID

3.14.1 The Bidder shall specify the bid price in Pak Rupees required by him to undertake the works in accordance with this RFP and the provisions of the Agreement.

3.14.2 The proposed Contract Agreement shall be deemed to be part of the Bid.

3.15 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS

3.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the CLIENT prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

3.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.15, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

3.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.16 VALIDITY OF BIDS

3.16.1 The Bids shall be valid for a period of not less than 150 (one hundred and fifty) days from the Bid Opening Date. The validity of Bids may be extended by mutual consent of the respective Bidders and CLIENT.

3.17 CONFIDENTIALITY

3.17.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process. The CLIENT will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The CLIENT may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

3.18 BID SECURITY

- 3.18.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 3.2.2 hereinabove in the form of a Deposit at call/Demand Draft issued by a Scheduled Bank in Pakistan having a net worth of 2% of the Bid in favour of DDO Project Engineer, PIC, PMER and having a validity period of not less than 90 days from the Bid Opening Date, as may be extended by the Bidder from time to time. The Bid security shall be a part of financial envelop.
- 3.18.2 Any Bid not accompanied by the Bid Security shall be rejected by the CLIENT as nonresponsive. The Bid Security shall be refundable not later than 28 days from the date of signing of Contract Agreement by the successful bidder.
- 3.18.3 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible; however the Bid Security of the 2nd lowest bidder will be return on submission of performance security by Successful Bidder or when the Bidding process is cancelled by the Authority.
- 3.18.4 The Successful Bidder's Bid Security will be returned, without any interest, upon the Bidder signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 3.18.5 The CLIENT shall be entitled to forfeit the Bid Security as mutually agreed genuine pre-estimated compensation / damages to the CLIENT in any of the events specified in Clause 3.18.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the CLIENT will suffer no loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 3.18.6 The Bid Security shall be forfeited by the CLIENT as mutually agreed genuine pre-estimated compensation and damages payable to the CLIENT for, inter alia, time, cost and effort of the CLIENT without prejudice to any other right or remedy that may be available to the CLIENT hereunder or otherwise, under the following conditions: a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 3.24 of this RFP; b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP; c) In the case of Selected Bidder, if it fails within the specified time limit; i) To sign the Contract Agreement and/or ii) To furnish the Performance Security within the period prescribed in the in Letter of Award or Agreement.

3.19 OPENING OF PROPOSALS & EVALUATION

- 3.19.1 Except for the written communications for clarification of the Proposals, from the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants Proposal. The Evaluation Committee shall have no access to the Financial Proposals until the technical evaluation is concluded and CLIENT issues its notification.

a. Evaluation of Technical Proposals

(i) The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP in particular the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Evaluation Criteria. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference (TOR) or if it fails to achieve the minimum 70% qualifying marks.

b. Public Opening of Financial Proposals

(i) After the technical evaluation is completed, the Employer will notify those Consultants whose Proposals did not meet the minimum qualifying marks or were considered nonresponsive to the RFP, and return their Financial Proposals unopened.

(ii) The Employer shall simultaneously notify in writing Consultants that have secured the minimum qualifying marks, and indicating the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening of financial proposals. Consultant's attendance at the opening of Financial Proposals is optional.

(iii) Financial Proposals shall be opened in the presence of the Consultants representatives who choose to attend. The name of the qualified Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices of each Consultant read aloud and recorded.

c. Evaluation of Financial Proposals

(i) The evaluation committee will review the detailed content of each Financial Proposal and the congruency of the Technical and Financial Proposal. Financial Proposals will be reviewed to ensure these are complete (i.e., whether Consultants have priced all items of the corresponding Technical Proposal);

(ii) The lowest Financial Proposal will receive the maximum score of 100 marks.

The score for each other Financial Proposal will be computed as follows:

$$Sf = 100 \times Fm / F$$

Where: "Sf" is the financial score of the Financial Proposal being evaluated, "Fm" is the lowest Financial Proposal, "F" is amount of specific financial proposal Proposals, in the quality cum cost based selection shall finally 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; i.e. T+P=1):

$$S = St \times T \% + Sf \times P \%$$

3.20 NEGOTIATIONS

3.20.1 Negotiation with the successful bidder shall as per Clause-10 of the Procurement of Consultancy Services Regulations, 2010 and PPRA rules 2004.

3.21 INFORMATION TO BE SUBMITTED

3.21.1. Completeness I. Letter of Application II. JV agreement of foreign firm with local consultant firm. III. Foreign firm enlistment with PEC. IV. Specific project license/certificate of foreign and local JV firms from PEC. V. Firm's (Local) Registration with PEC (Mandatory) VI. Company Registration of both local and foreign. VII. National Tax Number (NTN) VIII. Company Profile & Organization Structure IX. Balance Sheet and income tax returns of the firms and all JV partners (Last three years) X. Company Annual Turnover for the last three years of the firms and all JV partners

3.21.2 Relevant Experience I. Firm's General Experience II. Project Description Sheet along with Proof of Relevant Experience Sheet III. Specific Experience

3.21.3 Key Personnel I.

Consultant's Organization II. Personnel

a) List of Permanent Staffs of the firms/ JV partner firms

b) List of Proposed Staff of the firms/ joint venture (JV)

c) Detail Curriculum Vitae (CV) of the Proposed Key Staff

d) Pay slips of the staff

3.21.4 Equipments & Hardware/Software List of Survey equipments/computer aided design facilities etc., available with the firm

3.22 PENALTY FOR DELAY

3.22.1 If the progress of the consultancy is not as per the agreed milestones, the Consultant shall be liable to pay Rs 5000/- per day up to maximum 05% of the Consultancy fee will be charged.

3.23. PERFORMANCE SECURITY

3.23.1 Successful bidder shall submit Performance Security, in shape of Bank Guarantee from scheduled banks of Pakistan, acceptable to the CLIENT, amounting to 10% of the bid amount, within 15 days of receiving the Letter of Award (LOA). The Performance Security shall be released after completion of the services as per given TOR and clearance of Audit observations.

3.24 FRAUD AND CORRUPT PRACTICES

3.24.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the (Letter of Award) LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the CLIENT shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or

through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the CLIENT shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the CLIENT towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the CLIENT hereunder or otherwise.

3.24.2 Without prejudice to the rights of the CLIENT under Clause 3.23.1 hereinabove and the rights and remedies which the CLIENT may have under the LOA or the Agreement, if a Bidder is found by the CLIENT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the CLIENT during a period of 2 (two) years from the date such Bidder is found by the CLIENT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.24.3 For the purposes of this Clause 3.24, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CLIENT who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the CLIENT in relation to any matter concerning the Project.

(b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the CLIENT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) Having a Conflict of Interest; and

(e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4. TERMS OF REFERENCE

4.1 GENERAL

The Consultancy services are required for Third Party Validation of the Rehabilitation of Physical Infrastructure of 200 Educational Institute under PMERP in Islamabad, which includes work carried out through four (04) contracts of sectors Sihala, Barakau, Tarnol and Urban.

4.2 OBJECTIVE

The objective of this Consultancy services is to carry out all necessary studies to evaluate the work done in the project. Which is not limited to Civil Works, Electrical Works, Plumbing Works but also to evaluate the procedures adopted to ensure execution of the work.

4.3 TECHNICAL REQUIREMENT

4.3.1 SCOPE OF SERVICES

The scope of services shall be comprehensive with a detail report on the following points.

1. To evaluate the procedure adopted for hiring of Contractors for all four sectors
2. To evaluate the work done in each sector
3. Review the estimates and technical sanction of the estimates.
4. Re verification of inventories of all schools.
5. To evaluate the random measurements/mode of Payments up to 20% (examine the payment process, verification of MB's, payment claims/bills/vouchers)
6. To give a fair assessment of the quality of work; provide pictorial or video information where necessary
7. To verify that the work defined with in the four sectoral contracts has been carried out at all site.
8. To give guidelines which are required to be adopted by the Ministry for future project.
9. To assess the structural integrity of the additional rooms constructed in the project and its vetting.
10. To evaluate the quality of furniture procured in the project.

4.3.2 DELIVERABLES

A detailed Third party validation report of the project in Sectoral Perspective, which shall include the detail scope of services stated above.

4.4 FINANCIAL REQUIREMENT

4.4.1 STAFF FOR THE PROJECT

Sr. No.	Key Professional	Number of Staff	Experience
1	Project Manager for each Sector	4	Graduate Civil Engineer with 20 years of experience for Civil Works
2	E&M Specialist	2	Graduate E&M Engineer with 15 years' experience
3	Finance Manager/Auditor	2	MBA/BBA with 10 years experience in Government Sector

4	Computer operator/ Admin staff	4	FA/FSc with computer skills and 10 years of Experience
5	Driver	4	Valid Driving license

4.4.2 TIME ALLOWED OF CONSULTANCY SERVICES

The technical and financial feasibility along with preparation of tender documents and bid process management shall be completed and submitted within one (02) months from the date of award of consultancy services in accordance with the program and schedule as per agreement. The Consultant will submit time schedule for completion and submission of all services. In case of default on the part of the Consultant for not providing the deliverables within the time frame, the penalty @ Rs.5000/- per day of default up to maximum of 05% of the Consultancy fee will be charged.

4.4.3 PAYMENT SCHEDULE

Description Payment Percentage

- | | |
|---|-----|
| a) On Initial Report of Validation of procedure adopted for Tendering | 10% |
| b) On Evaluation of Work done | 40% |
| c) On Final Report | 20% |
| d) Final payment | 30% |

The consultant shall indicate their fee for each item of the various components to complete this assignment.

Report Review Committee comprising of following members will review the final report and payment will be made after clearance of the committee:

- i. Representative of Project Implementation Cell
- ii. Representative of Federal Directorate of Education
- iii. Representative of M/o Federal Education & Professional Training

5. PROPOSALS EVALUATION CRITERIA

5.1 EVALUATION CRITERIA

5.1.1 Proposals invited from the consultancy firms will be evaluated on QUALITY AND COST BASED SELECTION (QCBS) method as per PPRA rules 2004 and Procurement of Consultancy Services regulation 2010.

5.1.2 The weightage for evaluation of Technical and Financial proposals are as follows: - a. Technical = 70 percent b. Financial =30 percent c. Technical+ Financial = 100

5.1.3 Any firm scoring below the minimum qualifying marks i.e., 70% of the total marks will not be technically qualified and his financial proposal will be returned un-opened.

5.2 TECHNICAL PROPOSAL EVALUATION

5.2.1 The technical evaluation criteria divided into the following categories with a total of 100 marks:-

- a) Qualification and experience of consultants to cover capacity, proficiency and specific experience. 50 Points
- b) Approach and Methodology proposed 40 Points by the consultants to carry out the assignment.
- c) Qualifications, experience and quality of proposed Key Staff. 10 Points

5.2.2 Qualification/Experience of Firms

- 5.2.2.1 Capacity and experience of Consultants is divided into the following sub-factors:- a) Work Experience i. Specific Experience of minimum 02 and maximum 05 projects of matching magnitude /complexity in last 10 years ii. General Experience which are not similar but are important to judge the capacity of the Firm (maximum credit for 5 Projects in last 10 years) iii. Experience in similar conditions and areas b) Capacity of the Consultants to carry out the assignment
- 5.2.2.2 Each work experience should be submitted on the format at Appendix-I, FORM-I. The consultant should also submit letter of award/or copy of the Contract Agreement and Completion/work in hand Certificate from Employer with a performance certificates.
- 5.2.2.3 Detailed sub-criteria for evaluation of experience of the firm is provided on Form- 5.1

5.2.3 Approach and Methodology

- 5.2.3.1 Approach and Methodology proposed by the firm to carry out the assignment is subdivided the following heads:
 - a. Understanding of Objectives
 - b. Quality of methodology (The methodology should cover all phases of the Project, all components of the project and all activities of the project individually).
 - c. Work Program
 - d. Conciseness, clarity and completeness in proposal presentation

5.3 FINANCIAL PROPOSAL EVALUATION

- 5.3.1 The evaluation committee will review the detailed content of each Financial Proposal and the congruency of the Technical and Financial Proposal. Financial Proposals will be reviewed to ensure these are complete i.e. whether Consultants have priced all items of the corresponding Technical proposal, any arithmetical errors. When correcting computational errors, in case of discrepancy between (a) a partial amount and the total amount the partial amount shall prevail; (b) words and figures, the words shall prevail.
- 5.3.2 The lowest Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal will be computed as follows: $S_f = 100 \times F_m / F$ Where: "Sf" is the financial score of the Financial Proposal being evaluated, "Fm" is the lowest Financial Proposal, "F" is amount of specific financial proposal Proposals, in the quality cum cost based selection (QCBS) shall finally 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; i.e. T+P=1):

$$S = S_t \times T \% + S_f \times P \%$$

5.3.3 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying 70:30 weightages (Technical(T)=70%, Financial (P)=30%) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant.

5.3.4 The procurement committee/evaluation committee will be comprised of following:

- i. Representative of Project Implementation Cell
- ii. Representative of Federal Directorate of Education
- iii.** Representative of M/o Federal Education & Professional Training

APPENDIX-I

TECHNICAL PROPOSAL FORMS

FIRM'S REFERENCE

**Relevant Services Carried Out in the Last Ten Years
Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Co-ordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

Consultants' Name: _____

PRESENT STAFF DEPLOYMENT

(As of _____)

Major Project(s) Presently Undertaken			
	Project Name	Location	Associates(s)

Field of Expertise	Total Number of Permanent Staff	Staff Assigned to Above Projects

**APPROACH PAPER ON METHODOLOGY PROPOSED
FOR PERFORMING THE ASSIGNMENT**

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
- Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- Etc.

Note: Comments and Suggestions are welcome. However, any conditional bid may attribute negative marking depending upon its nature.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

- 1. Proposed Position: _____
- 2. Name of Firm: _____
- 3. Name of Staff: _____
- 4. Profession: _____
- 5. Date of Birth: _____
- 6. Years with Firm: _____
- 7. Nationality: _____
- 8. Membership in Professional Societies: _____
(Membership of PEC is Mandatory)
- 9. Detailed Tasks Assigned on the Project: _____

10. Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

11. Education:

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.

13. Languages:-

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

Signature of Staff Member

Date: _____
Day/Month/Year

or:

Authorized official from the firm

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Programme from date of assignment (in the form of a Bar Chart)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report(s) <ul style="list-style-type: none"> - Monthly - Quarterly - Yearly 	
3. Draft Completion Report	
4. Final Completion Report	

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Name	Position	Months (in the form of a Bar Chart)															Number of Months	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		

Full Time: _____
 Part Time: _____

Activities Duration _____

Yours faithfully,

Signature _____
 (Authorized Representative)

Full Name _____
 Designation _____
 Address _____

COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO BE ASSIGNED TO EACH TEAM MEMBER

1. Technical/Managerial Staff with Payslips

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

APPENDIX-II

FINANCIAL PROPOSAL FORMS

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____ Firm: _____

Name	Position	Basic Salary per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total (1+2+3)	Fee (%age of 4)	Rate per Month for project Office	Field Allow. (%age of 1)	Rate per Month for Field Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes:

- Item No. 1 Basic salary shall include actual gross salary before deduction of taxes. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.
- Item No. 2 Social charges shall include Client’s contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form 2).
- Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form 3).
- Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.
- Item No. 7 Normally payable only in case of field work under hard and arduous conditions.

Full Name: _____
 Signature: _____
 Title: _____

BREAKDOWN OF SOCIAL CHARGES

S.No.	Detailed Description	As a %age of Basic Salary

BREAKDOWN OF OVERHEAD COSTS

S.No.	Detailed Description	As a %age of Basic Salary and Social Charges

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
I.	Professional Staff				
		Sub-Total:			

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
II	Non-Technical Staff				
		Sub-Total:			

DIRECT (NON-SALARY) COSTS

S.No.	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Rent for Office Accommodation				
2.	Office Utilities Costs				
3.	Cost/rental of Furniture/Furnishings				
4.	Cost of Office/Other Equipment i) Computers and accessories ii) Photo copy machines iii) Communication equipment iv) Drafting/Engineering equipment v) Surveying instruments vi) Cost of Laboratory equipment vii) Transport Vehicles/Rentals viii)				
5.	Cost of non-technical support staff not covered under remuneration charges				
6.	Travelling Costs				

S.No.	Nomenclature	Unit	Quantity	Unit Price	Total Amount
7.	Communication expenses				
8.	Cost for Survey/Investigations				
9.	Cost for Model Studies				
10.	Cost for O&M of Labs/Testing of Material				
11.	Legal/Accounting/Software/Special Consultants and other similar Costs				
12.	Drafting/Reproduction of Reports				
13.	Professional liability cost				
14.	Office/Drafting Supplies				
15.	Similar other costs not covered under other Heads				
Total:					

SUMMARY OF COST OF CONSULTANT

S.No.	Description	Amount (Rs.)
1.	Salary Cost/Remuneration	
2.	Direct (Non-salary) Cost	
3.	Contingencies	
4.	Grand Total	

CONTRACT AGREEMENT

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(Project Director, PIC, PMER, G-8 Hanna Road, Islamabad)

and

(NAME OF THE CONSULTANTS)

for

**THIRD PARTY VALIDATION OF THE PROJECT REHABILITATION OF
PHYSICAL INFRASTRUCTURE OF 200 EDUCATIONAL INSTITUTE UNDER
PMERP IN ISLAMABAD**

February 2021

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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:

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

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

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

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

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

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

For and on behalf of

Witness

(CLIENT)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);

(g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;

(h) "Local Currency" means the currency of the Islamic Republic of Pakistan;

(i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;

(j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;

(k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;

(l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;

(m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;

(n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;

(o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and

(p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorised Representatives

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

1.7 Taxes and Duties

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

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

(a) the Consultants shall inform the Client of the circumstances and probable effects;

(b) the increase shall be regarded as Additional Services; and

(c) the Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

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

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

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

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an

event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;

(d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

(e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

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

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

(a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

(b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

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

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

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

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

3.5 Other Insurance to be Taken out by the Consultants

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

(a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;

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

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its

designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;

(b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

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

(b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;

(c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;

(d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;

(e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

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

(b) coordinate with any other consultants employed by him.

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

5.4 Services and Facilities

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities

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

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

(a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.

(b) The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

(a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.

(b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

(a) Services as approved by the Client outside the Scope of Services described in Appendix A;

(b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and

(c) any re-doing of any part of the Services as a result of Client's instructions.

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

6.7 Consultants' Entitlement to Suspend Services

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

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

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

8. INTEGRITY PACT

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

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

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

III. SPECIAL CONDITIONS OF CONTRACT

1.1 Definitions

"Project" means THIRD PARTY VALIDATION OF THE PROJECT REHABILITATION OF PHYSICAL INFRASTRUCTURE OF 200 EDUCATIONAL INSTITUTE UNDER PMERP IN ISLAMABAD

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Project Engineer, PIC, PMER, G-8 Hanna Road Islamabad

For the Consultants:

_____ (Name of Project Manager)

_____ (Project)

_____ (Address)

Telephone : _____

Facsimile : _____

E.Mail : _____

1.7 Taxes and Duties

All Government Applied Taxes shall be applicable

1.8 Leader of the Joint Venture

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

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 14 days, or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services within fourteen (14) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be 60 days from the Commencement Date of the Services or such other period as the Parties may agree in writing.

"Completion of Services" means Submission of all deliverables as per TORs

3.5 Insurance to be Taken out by the Consultants

The risks and the coverages shall be as follows:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rs 100,000/-

(b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:

- i) Any Changes or amendments made after submission of the Third Party Evaluation report.
- ii) Sharing information to any other sources

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 07 days from the Commencement Date, the documents which are required for Third Party Validation upon approval from Project Director, PIC, PMER.

5.1.2 Coordination

(a) The departments and agencies Director (F&A), PIC, PMER

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.

6.2 Contract Price

- (a) The amount in foreign currency is
The amount in local currency is Pakistani Rupees.....
- (b) The break up of foreign and local currencies shall be as under:
 - i. On Initial Report of Validation of procedure adopted for Tendering
 - ii. On Evaluation of Work done
 - iii. On Final Report
 - iv. Final payment

6.3 Terms and Conditions of Payment

The Consultant shall propose a payment schedule based on following parameters

- | | |
|---|-----|
| a) On Initial Report of Validation of procedure adopted for Tendering | 10% |
| b) On Evaluation of Work done | 40% |
| c) On Final Report | 20% |
| d) Final payment | 30% |

6.5 Delayed Payments

Because of a short time period of the consultancy agreement no delay charges claims shall be entertained.

IV APPENDICES

Appendix A

Description of the Services

1 GENERAL

The Consultancy services are required for Third Party Validation of the Rehabilitation of Physical Infrastructure of 200 Educational Institute under PMERP in Islamabad, which includes work carried out through four (04) contracts of sectors Sihala, Barakau, Tarnol and Urban.

2. OBJECTIVE

The objective of this Consultancy services is to carry out all necessary studies to evaluate the work done in the project. Which is not limited to Civil Works, Electrical Works, Plumbing Works but also to evaluate the procedures adopted to ensure execution of the work.

3 TECHNICAL REQUIREMENTS

3.3 SCOPE OF SERVICES

The scope of services shall be comprehensive with a detail report on the following points.

1. To evaluate the procedure adopted for hiring of Contractors for all four sectors
2. To evaluate the work done in each sector
3. Review the estimates and technical sanction of the estimates.
4. Re verification of inventories of all schools.
5. To evaluate the random measurements/mode of Payments up to 20% (examine the payment process, verification of MB's, payment claims/bills/vouchers)
6. To give a fair assessment of the quality of work; provide pictorial or video information where necessary
7. To verify that the work defined with in the four sectoral contracts has been carried out at all site.
8. To give guidelines which are required to be adopted by the Ministry for future project.
9. To assess the structural integrity of the additional rooms constructed in the project and its vetting.
10. To evaluate the quality of furniture procured in the project.

3.2 DELIVERABLES

A detailed Third party validation report of the project in Sectoral Perspective, which shall include the detail scope of services stated above.

Appendix B

Reporting Requirements

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

The detail report should be comprehensive on the following points.

1. To evaluate the procedure adopted for hiring of Contractors for all four sectors
2. To evaluate the work done in each sector
3. Review the estimates and technical sanction of the estimates.
4. Re verification of inventories of all schools.
5. To evaluate the random measurements/mode of Payments up to 20% (examine the payment process, verification of MB's, payment claims/bills/vouchers)
6. To give a fair assessment of the quality of work; provide pictorial or video information where necessary
7. To verify that the work defined with in the four sectoral contracts has been carried out at all site.
8. To give guidelines which are required to be adopted by the Ministry for future project.
9. To assess the structural integrity of the additional rooms constructed in the project and its vetting.
10. To evaluate the quality of furniture procured in the project.

Appendix C

Key Personnel and Subconsultants

[List under: C-1 Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each.

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

Appendix D

Breakdown of Contract Price in Foreign Currency

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

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

Note:

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

Appendix E

Breakdown of Contract Price in Local Currency

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

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure related to:
 - (a) Support staff, and work charged staff;
 - (b) Office expenditures related to:
 - (i) rentals;
 - (ii) furnishing and equipment;
 - (iii) operation and maintenance of office, office equipment and furniture, office supplies.
 - (c) Transport including running and maintenance, and other associated costs;
 - (d) Travelling etc.
 - (e) Other costs
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2).

Note:

1. *Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*
2. *This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

Appendix F

Services and Facilities to be Provided by the Client

The Client shall provide no Facilities; if any facility such as vehicle or transport is required it has to be included in the cost of consultancy. No residential facility shall be provided to any staff of the consultant. The consultant should be Islamabad Based.

Appendix G

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES
LUMP SUM REMUNERATION**

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

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

_____ **(Name of Individual Consultants)**

_____ **(Name of Individual Consultants)**

FORM OF CONTRACT

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

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

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

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

WHEREAS

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

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

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

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

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

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

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

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

For and on behalf of

CLIENT'S NAME

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____

(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)