

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

**NATIONAL INDUSTRIAL PARKS DEVELOPMENT AND MANAGEMENT
COMPANY**

and

for

**PROCUREMENT OF CONSULTANCY SERVICES FOR DESIGN/REVIEW AND
CONSTRUCTION SUPERVISION OF COMBINED EFFLUENT TREATMENT
PLANT (CETP) AT KORANGI CREEK INDUSTRIAL PARK (KCIP), KARACHI
FROM INCEPTION TILL COMPLETION & OPERATIONS**

TABLE OF CONTENTS

Page No.

1.	FORM OF CONTRACT	1
II.	GENERAL CONDITIONS OF CONTRACT	3
1.	GENERAL PROVISIONS	3
1.1	Definitions	3
1.2	Law Governing the Contract	4
1.3	Language	4
1.4	Notices	4
1.5	Location	4
1.6	Authorised Representatives	4
1.7	Taxes	4
1.8	Relation between the Parties	5
1.9	Headings	5
2.	COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT	5
2.1	Effectiveness of Contract	5
2.2	Termination of Contract for Failure to Become Effective	5
2.3	Commencement of Services	5
2.4	Expiration of Contract	6
2.5	Modification	6
2.6	Extension of Time for Completion	6
2.7	Force Majeure	6
2.7.1	Definition	6
2.7.2	No Breach of Contract	7
2.7.3	Extension of Time	7
2.8	Suspension of Payments by the Client	7
2.9	Termination	7
2.9.1	By the Client	7
2.9.2	By the Consultants	8
2.9.3	Cessation of Services	8
2.9.4	Payment upon Termination	9
2.9.5	Disputes about Events of Termination	9
3.	OBLIGATIONS OF THE CONSULTANTS	9
3.1	General	9
3.1.1	Standard of Performance	9
3.1.2	Law Governing Services	9
3.2	Consultants Not to Benefit from Commissions, Discounts, etc.	10
3.3	Confidentiality	10
3.4	Liability of the Consultants	10
3.5	Other Insurances to be Taken out by the Consultants	11
3.6	Consultants' Actions Requiring Client's Prior Approval	11
3.7	Reporting Obligations	11
3.8	Documents Prepared by the Consultants to be the Property of the Client	11
3.9	Equipment and Materials Furnished by the Client	11
3.10	Accounting, Inspection and Auditing	12

4.	CONSULTANTS' PERSONNEL AND SUBCONSULTANTS	12
4.1	General	12
4.2	Description of Personnel	12
4.3	Approval of Personnel	12
4.4	Working Hours, Leave, Overtime, etc.	13
4.5	Removal and/or Replacement of Personnel	13
4.6	Resident Engineer	13
5.	OBLIGATIONS OF THE CLIENT	14
5.1	Assistance, Coordination and Approvals	14
5.1.1	Assistance	14
5.1.2	Co-ordination	14
5.1.3	Approvals	14
5.2	Access to Land	14
5.3	Change in the Applicable Law	15
5.4	Services and Facilities	15
5.5	Payments	15
5.6	Counterpart Personnel	15
6.	PAYMENTS TO THE CONSULTANTS	16
6.1	Lump Sum Remuneration	16
6.2	Contract Price	16
6.3	Terms and Conditions of Payment	16
6.4	Period of Payment	16
6.5	Delayed Payments	17
6.6	Additional Services	17
6.7	Consultants' Entitlement to Suspend Services	17
7.	FAIRNESS AND GOOD FAITH	18
7.1	Good Faith	18
7.2	Operation of the Contract	18
8.	SETTLEMENT OF DISPUTES	18
8.1	Amicable Settlement	18
8.2	Dispute Settlement	18
9.	INTEGRITY PACT	19
III.	SPECIAL CONDITIONS OF CONTRACT	20
1.1	Definitions	20
1.6	Authorised Representatives	20
1.7	Taxes and Duties	20
2.1	Effectiveness of Contract	21
2.2	Termination of Contract for Failure to Become Effective	21
2.3	Commencement of Services	21
2.4	Expiration of Contract	21
2.6	Extension of Time for Completion	21
3.6	Consultants' Actions Requiring Client's Prior Approval	22
3.7	Reporting Obligations	23
3.8	Documents Prepared by the Consultants to be Property of Client	23
4.6	Resident Engineer	23
5.1.1	Assistance	23
5.1.2	Coordination	24
5.1.3	Approvals	24

6.1	Lump Sum Remuneration	24
6.2	Contract Price	24
6.3	Terms and Conditions of Payment	25
6.4	Period of Payment	25
6.5	Delayed Payments	25
IV.	APPENDICES	26
	Appendix A- Description of the Services	26
	Appendix B- Reporting Requirements	30
	Appendix C- Key Personnel and Subconsultants	32
	Appendix D- Breakdown of Contract Prices in Foreign Currency	33
	Appendix E- Breakdown of Contract Prices in Local Currency	34
	Appendix F- Services and Facilities to be Provided by the Client and Counterpart Personnel to be Made Available to the Consultants by the Client.	35
	Appendix G- Integrity Pact	36

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the ____ day of ____ (Month) of _____ (Year), between,

NATIONAL INDUSTRIAL PARKS DEVELOPMENT AND MANAGEMENT COMPANY (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, **NEC CONSULTANTS (PVT.) LTD.** (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

(The Client and the Consultant are collectively referred to herein as the "Parties")

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Subconsultants
 - Appendix D: Not Used
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services & Facilities to be Provided by the Client and Counterpart Personnel to be Made Available to the Consultants 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

(CLIENT)

Witness

Signatures _____

Name _____

Title _____

Signatures _____

Name _____

Title _____

(Seal)

Witness

Signatures _____

MOHAMMED ALI

SENIOR MANAGER

For and on behalf of

(CONSULTANTS)

Signatures _____

AZHER UDDIN KHAN

MANAGING DIRECTOR

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any 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 Representative specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

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

1.6 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

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

1.8 Relation between the Parties

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

1.9 Headings

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope 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.

Force Majeure shall not include insufficiency of funds

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.

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into

any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

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 (d) of Sub-Clause 2.9.1 or in paragraphs (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the

Personnel of the Consultants and any Subconsultants, comply with the Applicable Law.

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

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

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

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

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants.

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 provided the actual cost of procuring such

indemnity shall be borne by the Client.

3.5 Other Insurances to be Taken out by the Consultants

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of 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, calculations and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

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

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this

Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 General

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

4.2 Description of Personnel

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

4.3 Approval of Personnel

The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Leave, Overtime, etc.

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

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

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client; (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Engineer

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) provide at no cost to the Consultants, 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 relevant to the carrying out of the Services, with various Government and other organisations. Such items shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC;
- (e) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

5.1.2 Co-ordination

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned 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 Sub-Clause 6.1(b) hereinafter.

5.5 Payments

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

5.6 Counterpart Personnel

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

6. PAYMENTS TO THE CONSULTANTS

6.1 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. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. The arbitration shall be conducted by a sole arbitrator agreed and appointed by both parties. The award of the arbitrator shall be final and binding on the Parties. The venue of the arbitration shall be Karachi, Pakistan. The arbitration shall be conducted in English language.

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

9. INTEGRITY PACT

9.1 If the Consultant or any of his 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:

- 9.2**
- (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

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

1.1 Definitions

"Project" means **Procurement of Consultancy Services for Design/Review of Design, Tendering and Construction Supervision of Combined Effluent Treatment Plant (CETP) At Korangi Creek Industrial Park (KCIP), Karachi**

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client: (To be filled at the time of signing of contract)

Telephone :
Facsimile :
E.Mail :

For the Consultants: (To be filled at the time of signing of contract)

_____ (Name of Project Manager)
_____ (Project)
_____ (Address)

Telephone
Facsimile :
E.Mail :

1.7 Taxes and Duties

The cost of stamp duty on contract agreement is also deemed to be included in the contract price

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

N.A

2.3 Commencement of Services

The Consultants shall commence the Services within seven (07) 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 04 months for Design/Review and tendering phase activities.

The Construction Supervision is envisaged to be for 12 months. In case of extension of Construction Supervision phase, no additional payment to the Consultant will be admissible.

"Completion of Services" means 'Submission of all reports or deliverables to the client mentioned in Appendix-B, and obtaining the client's approval for such reports and certificates.

2.6 Extension of Time for Completion

From the first line delete the phrase "or duration"

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

No extension of time is envisaged in normal circumstances for the completion of all planning, design and pre-construction phase activities. In case of delay in the above by the Consultant, Liquidate Damages at the rate of 1% of the planning, design and pre-construction phase activities remuneration per week will be deducted from the Consultant's payment.

Due to site conditions the Construction Supervision activities may be extended. No additional payment will be made to the Consultants in case of such extended period.

3.6 Consultants' Actions Requiring Client's Prior Approval

- (c) The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:
- i) Issuing Variations Orders in respect of:
 - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
 - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
 - any item of Works covered under Provisional Sums
 - ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
 - iii) Details of any nominated sub-contracts.
 - iv) Any action under terms of Performance Guarantee or Insurance Policy.
 - v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
 - Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Works
 - Bonus and Liquidated Damages
 - Certificate of Completion of Works
 - Defects Liability Certificate
 - Forfeiture
 - Special Risks
 - Frustration
 - vi) Final Measurement Statement
 - vii) Release of Retention Money
 - viii) Any change in the ratios of various currencies of payment.
 - ix) Appointment of sub-consultants
 - x) Appointment of key personnel for the Construction & Installation Supervision

3.7 Reporting Obligations

The Consultant would provide services as per Appendix A and shall submit to the Client the reports and documents specified in Appendix B but will not be limited to and any works necessary or associated to the performance of the job would be carried out by the consultant as if it was part of the contract

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

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

4.6 Resident Engineer

To be Named

5.1.1 Assistance

To be mutually agreed between Client and the Consultant

5.1.2 Coordination

Add the following paragraph

It is the responsibility of the Consultant to get all necessary approvals. The Client will only facilitate the Consultant for getting such approvals.

5.1.3 Approvals

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

6.1 Lump Sum Remuneration

The Consultants' total remuneration, which is fixed lump sum amount, equals the Contract Price and there are no other reimbursable direct costs expenditures.

6.2 Contract Price

- a) The amount in local currency is Pakistani Rupees.....
- b) The break up of the Contract Price is as under:

S. No.	DESCRIPTION OF WORKS	AMOUNT (Rs.)
1	Design / Tendering Phase	
2	Modular Construction Phase & Closeout	
3	Operation & Maintenance Manual	
4	Pre-Commissioning and Commissioning of Plant	
	Total	

The detailed breakup of all above items along with the monthly salary of each staff required shall be provided by the Consultants on separate sheets.

6.3 Terms and Conditions of Payment

For Design Phase

The total remunerations, on account of Item #1 of Remuneration, referred under Clause SC 6.2 (b), shall be paid to the Consultants, according to the following schedule:

- Upon submission to and approval of Design Report from client; 20%
- Upon submission of tender drawings and documents; 20%
- Upon submission of Engineer's Cost Estimate; 5%
- Upon submission of tenders scrutiny and evaluation report; 10%
- Upon submission to and approval by client of Construction drawings; 45%

For Construction Phase

The total remuneration for construction phase including Defect Liability period is 100% of item #2 of Remuneration, referred under Clause SC 6.2 (b)

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

Amount of IPC of Construction Contract

_____ X Consultant Bid Price for Construction
Total Amount of Construction Contract(s)

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

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

The Consultant shall be responsible for providing modular construction supervision services. The Consultant shall determine the Phase wise/modular construction of the Plant during the design phase and recommend the same to the Client.

For Operation & Maintenance Manual

The total remunerations, on account of Item #3 of Remuneration, referred under Clause SC 6.2 (b) will be 100% upon submission to and approval of the Client.

Pre-Commissioning and Commissioning of Plant

The total remunerations on account of Item #4 of Remuneration, referred under Clause SC 6.2 (b), Shall be paid to the Consultant, as per the following:

- Upon Successful Pre-Commissioning; 33%
- During Commissioning Phase; 33%
- Upon Successful Commissioning; 34%

The Consultant shall submit the invoice only after the completion and approval by the Client of each Activity mentioned above.

6.4 Period of Payment

Delete Clause (a) and add the following
No advance payment is allowed under this Contract

6.5 Delayed Payments

The compensation on delayed payments for local and foreign currency shall be as follows:

- | | | |
|------|----------------------|-------------------------------|
| (i) | for foreign currency | Not Used. |
| (ii) | for local currency | eight percent (8%) per annum. |

Appendix A

Description of the Services/Scope of Work

A.1 – Design / Review Phase (4 months)

The consultant shall be responsible for providing services for the project.

Services in Design / Review Phase shall include but not be limited to Review of the following

Documents and Designs:

1. Surveys and Investigations

Consultant shall review the existing survey and investigation data and in case of any ambiguity and lack of data, shall conduct all field, topographic and control surveys, prepare geotechnical studies and reports, wastewater sampling and testing and analysis work.

2. CETP Treatment Scheme

Consultant shall review the existing design reports for the feasibility of the treatment scheme.

The selected treatment scheme includes activated sludge process. The activated sludge process is a continuous-flow, aerobic biological process with a proven record for wastewater treatment.

There are several alternative process methods which all fall within the category of activated

sludge processing. The Consultant shall therefore prepare a comparative analysis of the treatment processes with a recommendation as to the most effective and efficient process for incorporation into the treatment scheme of CETP, considering Complete Mix Activated Sludge process, the Sequential Batch Reactor (SBR), and the Moving Bed Biofilm Reactor (MBBR).

3. Process and Hydraulic Design Review Report

The Consultant shall submit a draft process design review report with recommendation, preliminary functional drawings and specifications of mechanical and electrical equipments, based on project need and purpose, performance requirements and local expertise available for the execution of the project, to the Client for approval.

4. Complete Tendering Process plus Recommendations

The scope of work includes, but is not limited to the following:

- Prequalification of Contractors, evaluation and recommendation.

- Review the already developed Tender Documents and produce complete, detailed, and biddable tender documents including Conditions of Contract, Bill of Quantities, Functional Drawings and Specifications of Mechanical, Electrical Equipment and Civil Works.

26

- Respond to inquiries of Contractors regarding tender documents,
- Conduct a pre-bid meeting including preparation of meeting minutes,
- Evaluate the Submitted Technical and Financial Bids,
- Recommendation of contract award,
- Conduct the Preconstruction conference, including preparation of meeting minutes.

A.2 – Construction Phase (12 months, dependent on the recommendation of the Consultant for modular construction)

The Consultant shall be responsible for providing modular construction supervision services. The Consultant shall determine the Phase wise/modular construction of the Plant during the design phase and recommend the same to the Client.

Services during Construction Phase shall include but not be limited to:

1. Project Management, including;

- Schedule preparation (schedule shall be coordinated with Contractor's schedule);
- Schedule evaluation (actual vs. planned progress);
- Record management;
- Verification of Interim Payment Certificates submitted by Contractor;
- Preparation and submittal of monthly Consultant progress reports. The monthly progress report shall include:
 - ❖ Short description of background of the project.
 - ❖ A short overview of work accomplished during the previous month;
 - ❖ A short overview of work to be accomplished the following month;
 - ❖ An updated schedule (based on Contractor's schedule of values) showing work progress and completion percentage;
 - ❖ A list of problem areas; if any; and proposed corrective actions; and
 - ❖ A bar graph comparing the monthly invoiced amounts and cumulative billings with the total authorized construction budget.
 - ❖ Attach digital photographs for respective month.

2. Construction Contract Administration, including but not limited to following;

- The services to be provided by the Consultant shall include all duties ascribed to the Engineer in the International Conditions.
- Participation including leadership in the Preconstruction conference;
- Coordination of site meetings of Client representative with the Contractor and preparation of meeting minutes;
- Review of Contractor's contract execution for compliance with Contract Document requirements;
- Review of Contractor's submittals for compliance with Contract Documents;
- Review of Contractor's request for information and either provide information from Contract Documents back to the Contractor or route request to Client for resolution;

- Completion of daily logs;
- Communication with Contractor regarding acceptability of work.
- Review and evaluation of contract change order requests and submittals;
- Contract change order coordination between Contractor and Client;

27

- Investigation and inspection of site conditions that differ from those described in the Contract Documents; and
- Review of submittals in support, and recommendations for resolution, of claims and disputes.
- Checking Contractor's claim and forwarding subsequent recommendation to Employer.

3. Field Inspection, including;

- Review and inspection of Contractor's work for compliance with Contract Documents on a daily basis;
- Monitoring of corrective actions taken by Contractor needed to fix work that is not in compliance with the Contract Documents;
- Field inspection diaries;
- Digital photos of work in progress;
- Quality assurance materials testing services;
- Review of Contractor's compliance with workplace safety and health standards and notification to Client of non-compliance; and
- Review and approval of Contractor's survey layouts and levels.
- Inspect installation of electro-mechanical equipment as per the manufacturer guidelines and tender documents.

The Consultant shall be responsible for providing services during construction closeout.

Services during construction closeout shall include, but not be limited to:

- Site inspection to determine if facilities are complete and in compliance with Contract Documents;
- Preparation of punchlist and inspection of punchlist item corrective actions;
- Review As-built drawings submitted by the Contractor;
- Preparation and submittal of a complete set of organized construction contract documentation;
- Submittal of any record drawings made by Consultant during construction.
- Recommendation to Client as to the release of payments and retention to Contractor.

A.3 – Operation and Maintenance Manual (15 days)

The Consultant shall be responsible for providing Operation and Maintenance Manual which shall include:

- Plant description highlighting plant design capacity, treatment processes and system components;
- Pre-commissioning, Commissioning and Start-up activities;
- Plant operation, data collection and reporting;
- General and routine maintenance activities and maintenance record;

- Process troubleshooting
- Plant shutdown activities
- Plant staffing and training program

28

A.4 – Pre-Commissioning and Commissioning of Plant (6 months)

During pre-commissioning and commissioning the plant services include:

- Inspection and approval of Hydraulic Testing of tank structures and piping conducted by Contractor;
- Dry and wet testing of mechanical equipment and instrumentation;
- Recommendation on any defects comes about during pre-commissioning activities.
- Develop scope of work to define the Client's responsibility in commissioning.
- Deploy a commissioning team to assist and train Client's Operation and maintenance team.
- Meet National Environment Quality Standard

Reporting Requirements/Deliverables

The Reporting Requirements/Deliverables will include but not be limited to the following.

1. Surveys and Investigations

Pursuant to Clause 1 of A.1 (App-A), The Consultant will submit all Surveys and Investigation reports to the Client the following reports and submissions in three (where not mentioned) coloured hard copies (signed and stamped) and a soft copy in editable format (on CD)

2. Process and Hydraulic Design Review Report

Pursuant to Clause 3 of A.1 (App-A), The Consultant will submit draft process design review report as detailed in Clause 3 of A.1 for the Client's Approval. Submissions in three (where not mentioned) coloured hard copies (signed and stamped) and a soft copy in editable format (on CD)

3. Complete Tendering Process plus Recommendations

Pursuant to Clause 4 of A.1 (App-A), the Consultant will submit to the Client the following reports and submissions in three (where not mentioned) coloured hard copies (signed and stamped) and a soft copy in editable format (on CD)

- 3.1. Pre-qualification Documents (05 sets)
- 3.2. Pre-qualification Report
- 3.3. Bidding Documents including Tender Drawings (05 sets)
- 3.4. Bid Evaluation Reports

4. Construction Phase

Documents submitted during Construction phase shall include but not be limited to:

4.1. Project Management:

Pursuant to Clause 1 of A.2 (App-A) the Consultant will submit to the Client the following reports and submissions in three (where not mentioned) coloured hard copies (signed and stamped) and a soft copy in editable format (on CD)

- 4.1.1. Schedule of all activities on Primavera and/or MS Project (schedule shall be coordinated with Contractor's guideline)

- 4.1.2. Schedule evaluation (Actual vs. Planned progress)
- 4.1.3. Preparation and submittal of monthly consultant progress reports as detailed in A.2
- 4.2. Field Inspection

30

- 4.2.1. Field Inspection and Quality Control Report
 - 4.2.2. Preparation and submittal of a complete set of organized construction contract documentation
 - 4.2.3. Review and approve test reports submitted by the Contractors
 - 4.2.4. As-built drawings (Obtained from Contractor and reviewed)
- All services as detailed in A.2

5. Operation and maintenance Manual

Pursuant to Clause A.3 of A.1 (App-A), The Consultant will submit Operation and Maintenance Manual to the Client as per the details in A 1. Submissions in three (where not mentioned) coloured hard copies (signed and stamped) and a soft copy in editable format (on CD)

6. Pre-Commissioning and Commissioning of Plant

Pursuant to Clause A.4 of A 1 (App-A). The Consultant will submit to the Client the following reports and submissions in three (where not mentioned) coloured hard copies (signed and stamped) and a soft copy in editable format (on CD)

- 6.1. Inspection and Testing Reports as per A1
- 6.2. Pre-commissioning/Commissioning Reports
- 6.3. Scope of Work to define the client's responsibility in commissioning
- 6.4. Completion Report

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. The list of Key Personnel to be assigned to this project should comprise of the members required in "Section C – Key Personnel" of Request of Proposal (RFP)

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

Not Used

Appendix E

Breakdown of Contract Price in Local Currency

S. No.	DESCRIPTION OF WORKS	AMOUNT (Rs.)
B-1	Design / Tendering Phase (4 Months)	
B-2	Modular Construction Phase (Twelve (12) Months)	
B-3	Operation & Maintenance Manual (15 Days)	
B-4	Pre-Commissioning and Commissioning of Plant (6 Months)	
	Total	

Note: The detailed breakup of all above items along with the monthly salary of each staff required shall be provided by the Consultants of separate sheets.

Appendix F

Services and Facilities to be Provided by the Client

And

Counterpart Personnel to be Made Available to the Consultants by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

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

- (a) The Client shall provide, free of any charge, at the CETP, air-conditioned and furnished office space (inclusive of the utility bills, including telephone (1#), water, electricity and gas), sufficient to accommodate Consultants' resident staff for construction and O&M supervision, for the currency of the Construction and O&M supervision services, through Construction Contract.
- (b) Store facility to keep the samples submitted by contracto(s) during construction phase.

**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]