



**NATIONAL INDUSTRIAL PARKS
DEVELOPMENT AND MANAGEMENT COMPANY**

**PROCUREMENT OF CONSULTANCY SERVICES FOR MASTER PLANNING,
DETAILED DESIGNING AND CONSTRUCTION SUPERVISION OF
INFRASTRUCTURE WORKS AT NAUSHAHRO FEROZE INDUSTRIAL PARK,
NAUSHAHRO FEROZE**

REQUEST FOR PROPOSAL (RFP)

**Chief Executive Officer, NIP
National Industrial Parks Development & Management Company,
2nd Floor, Block-C, FTC Building, Shahrah-e-Faisal, Karachi-74400, Pakistan.
Phone: 021-99205035-9, 021-35631046-8, Fax: 021-35631069,
Web: www.nip.com.pk**

**PROCUREMENT OF CONSULTANCY SERVICES FOR MASTER PLANNING,
DETAILED DESIGNING AND CONSTRUCTION SUPERVISION OF
INFRASTRUCTURE WORKS AT NAUSHAHRO FEROZE INDUSTRIAL PARK,
NAUSHAHRO FEROZE**

National Industrial Parks Development and Management Company a subsidiary of Pakistan Industrial Development Corporation (PIDC) intends to procure services of Engineering Consultant for Master Planning, Detailed Designing and Construction Supervision of infrastructure development works including Roads, Drainage, Sewerage System including STP, Water Supply, Boundary Wall & Gate Office, Electricity Supply, Office Building, landscaping, hardscaping and other auxiliary buildings for Naushahro Feroz Industrial Park (NFIP). Total area of the project is approximate 80 Acres. Reputed consultants with relevant experience are invited for the project.

The Financial Proposal shall be on Lump sum basis.

This Request for Proposals (RFP) consists of the following Parts:

- Part A – Instructions to Consultant
- Part B – Terms of Reference/ Scope of Work
- Part C – Selection Criteria
- Part D – Submission Forms
- Part E – Draft Contract Agreement

Location

The land for Naushahro Feroze Industrial Park (NFIP) is situated in Deh Izat Wagan, Taluka and District Naushahro Feroze.

Part A

Instructions to Consultants

This part of the RFP describes the terms and conditions for the submission of the proposal.

- A.1 – Submission of Bids and all communication or enquiries about this RFP must be made in writing.
- A.2 – The interested firms are requested to submit their Proposal on date and time mentioned in advertisement. The Technical Bids would be opened on the same day.
- A.3 - The Proposal shall comprise the documents and forms listed in Part D.
- A.4 – Single Stage Two Envelope bidding process will be adopted. Selection of Consultant shall be based on **“Least Cost based Selection Method”**.

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.

- A.5 - An authorized representative of the Consultant shall stamped and signed the original submission letters in the required format for both the Technical Proposal & Financial Proposal and shall initial and stamp all pages of both. The authorization should be in the form of a written power of attorney attached to the Technical Proposal.
- A.6 - The signed Proposal shall be marked “ORIGINAL”, and its copy marked “COPY” as appropriate. All copies shall be made from the signed original. If there are discrepancies between the original and the copy, the original shall prevail.

The Technical Proposal shall be submitted in one original and one copy and Financial Proposal in one original only.

- A.7 – The original and all the copy of the Technical Proposal shall be placed inside a sealed envelope clearly marked “TECHNICAL PROPOSAL”, name of the assignment, name and address of the Consultant.

Similarly, the original Financial Proposal shall be placed inside a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”

- A.8 - The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, Consultant’s name and the address.
- A.9 - Technical Proposal will be opened on same day after the deadline for their submission in the presence of bidders who wish to attend. The envelope containing the Financial Proposal shall remain sealed and securely stored.
- A.10 - The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP, applying the selection criteria and point system

specified in Part C. Each responsive Proposal shall be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in Part C.

Only financial bids of Consultants who passed in Technical Evaluation would be opened. The lowest financial bid of technically qualified firm will be considered to award.

- A.11 - If an RFP is determined to be unclear or deficient in some aspects but these deficiencies are capable of being clarified or remedied, the evaluation committee may prepare a list of queries and provide these to Consultant with an opportunity to clarify or remedy its RFP. If the clarifications and amendments by the Consultant do not overcome the deficiencies, the evaluation committee may, at its sole and absolute discretion, decide to reject the Proposal.
- A.12 - At any time before the submission deadline, the Client may amend the RFP by issuing an amendment in writing. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.
- A.13 - If the amendment is substantial, the Client may extend the bid submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- A.14 - The Consultant shall submit a signed and stamped complete Proposal comprising the documents and forms. The submission shall be done by hand or by courier only, no telegraphic or conditional bid will be accepted.
- A.15 - The format of Agreement would be as per PEC Standard Consultancy Contract for Lump Sum Assignments.
- A.16 - Project Duration is envisaged to be 18 months. The contract will be signed for a period of 18 months which would be extended (if needed) on the basis of performance / adequate deliverables and satisfaction of the employer. The selected Consultant will be responsible to supervise completion of works in agreed/specified time period. In case of extension in construction contract, no additional payment will be made to the Consultant for supervision.
- A.17 - Financial Proposal of the technically qualified firms would be opened in the presence of bidders or their representative, for which time and date shall be intimated in due course. The firms are requested to submit their Technical & Financial Proposals / Bids along with the supporting material to the given address.
- A.18 - RFP documents are also available on the website of NIP and PPRA. In case of downloading of the same documents from NIP website, the bidder should submit the nominated fee of RFP documents at the time of submission of bids (details are given in advertisement published in print media). No Bid will be accepted without nominated fee of Rs. 1500/- in the shape of Pay order in favor of National Industrial Parks Development and Management Company.
- A.19 - NIP reserves the right to accept or reject any or all Proposals as per PPRA rules.

CHIEF EXECUTIVE OFFICER

National Industrial Parks Development and Management Company (NIP)
2nd Floor, Block-C, FTC Building, Shahrah-e-Faisal, Karachi-74400, Pakistan.
Phone: 021-99205035-9, 021-35631046-8, Fax: 021-35631069, Web: www.nip.com.pk

Part B Scope of Work

B.1 Design Phase

Consultant's Services will include all the services and activities detailed hereinafter including all activities which are necessary to ensure satisfactory completion of the major tasks listed below even if such activities may not be specifically detailed in this **"Scope of Services"**

1. Onsite Survey, Investigation & Environmental Impact Assessment

- 1.1 Carry out detailed survey of the NFIP site and its environment
- 1.2 Carry Out/arrange:
 - 1.2.1 Verification of site boundary and bench marks
 - 1.2.2 Soil Investigation (03 sets of Report)
 - 1.2.3 Topographical survey (03 sets of Report)
 - 1.2.4 Comprehensive and detailed Environmental impact Assessment (EIA) studies and obtaining **"No Objection Certificate"** from relevant authority (03 sets of Report).
 - 1.2.5 Consultant should provide detailed signed and stamped reports for all above. Soft copies of all reports in editable format and software shall also be submitted.

2. Master Planning, Detailed Design Development (Architectural & Engineering Services), Preparation of Tender and Bid Documents and selection of Contractors

- 2.1 Conduct detailed Master Planning of the project. Submit three (03) sets of each draft and then approved Master Plan to the Employer.
- 2.2 Detailed design development and preparation of Engineering drawings for the infrastructure services including Firefighting, Water Supply system, Sewerage System, Underground and overhead water reservoirs, Waste Water Treatment Plant, Power Generation Plant, Roads (Flexible and Rigid Pavement), Storm Water System, Street Lighting and Power Distribution, Telecommunication, fiber optic cable, Gas and/or LPG Distribution Network, Boundary wall, Landscaping and horticulture for Green areas & Parks and any other infrastructure facility not specifically mentioned herein but which are normally required in an Industrial Park
- 2.3 Special attention is to be provided to the topography and the natural drainage pattern of the area and its surroundings.
- 2.4 In the planning and designing of the electrical distribution system, it must be ensured that adequate electrical power is available to users based on the type of industry and the normal electric consumption in respective industry.
- 2.5 Review and approval of Building Planes of factories of prosperous applicant to be set up at NFIP in line with applicable building bye laws and provide comments (if any).
- 2.6 Designing of Gas piping network to all sectors in accordance with the requirements of applicable laws.

- 2.7 Conduct Prequalification of Contractors (as per PPRA rules) if and when required and furnished recommendation (as per PPRA rules) accordingly.
- 2.8 Preparation of complete Bidding Documents.
- 2.9 Preparation of Engineering Estimates.
- 2.10 Conduct bid opening meetings.
- 2.11 Scrutinize, conduct technical and financial evaluations and give recommendations on Bid(s) as per PPRA rules.
- 2.12 Making bid evaluation reports.
- 2.13 Consultant shall be responsible to conduct complete Contract Award processes for all tenders including stamp duties, performance securities and insurances.
- 2.14 Consultant shall be responsible for all tendering process and consequently assist in responding Audit queries (Internal, External and AGP)
- 2.15 Deliverables:
 - 2.15.1 Signed and stamped Draft and the Approved Master Plan (03 sets of each)
 - 2.15.2 Signed and stamped Design report (03 sets)
 - 2.15.3 Signed and stamped Prequalification and Tender documents including tender drawings, specifications and BOQ (05 sets of each)
 - 2.15.4 Signed and stamped prequalification and Bid evaluation reports (03 sets)
 - 2.15.5 Signed and stamped Construction Drawings (03 sets)
 - 2.15.6 Engineering Estimates (03 sets)
- 2.16 The Consultant shall provide Schedule (Timeline) of all activities on Primavera and / or MS Project for respective phase (03 sets).
- 2.17 Soft copies of all reports in appropriate editable format and software.
- 2.18 Any other relevant report required by the Client.

B.2 Construction Supervision Phase

The Consultant shall be responsible for providing construction supervision services throughout the duration of the project. Provision of vehicles, its maintenance, Driver, POL etc will be provided to consultant by the contractor through Construction Contracts.

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

1. Project Management, including;
 - Schedule (Timeline) of all activities on Primavera and / or MS Project for Master Planning and pre-construction phase (03 sets)

- Physical and Financial Progress Schedule preparation (schedule shall be prepared in conjunction of Contractor's schedule)(03 sets);
- Schedule evaluation (actual vs. planned physical and financial progress);
- Cash Flow Details (Expected v/s original) (03 set)
- Record management;
- Verification of Interim Payment Certificates submitted by Contractor;
- Preparation and submission of monthly progress reports (03 sets are required).
The monthly progress report shall include:
 - ❖ Description of Background of project including work award details (including letter of award/ Detail of securities and insurance).
 - ❖ A short overview of work completed during the previous month;
 - ❖ A short overview of work to be completed the following month;
 - ❖ An updated schedule (based on Contractor's schedule of progress) showing work progress and completion percentage;
 - ❖ A list of problems/ difficulties; if any; and proposed corrective actions; and
 - ❖ A bar graph on MS Project and / or Primavera comparing the monthly invoiced amounts and cumulative billings with the total authorized construction budget.
 - ❖ Physical and Financial progress of the project for respective month.
 - ❖ Attach 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 according to the terms and conditions set in Contract Agreement.
- Conduct and lead Preconstruction conference/ meetings to be held between Client and Contractor;
- Coordination in site meetings to be held between representatives of Client and Contractor and preparation of minutes of meeting;
- Review of Contractor's work progress in compliance of complete Contract Document plus work program submitted by Contractors;
- Review of Contractor's submittals in compliance of Contract Documents;
- Completion of daily logs;
- Communication with Contractor regarding adequacy of work.
- Review and evaluation of submittals in support of claims and disputes (if any) and forwarding subsequent recommendation to Employer.
- Coordinate with Contractor and Client to conclude claims and disputes.
- Investigation and inspection of site conditions that differ from those described in the Contract Documents.
- The Consultant shall provide Schedule (Timeline) of all activities on Primavera and/or MS Project for respective phase.
- Submission of any record or drawings made by Consultant during construction.
- Resolve Disputes at all levels (if any).

3. Field Inspection, including;

- Review and inspection of Contractor's work in compliance of Contract Documents on daily basis;
- Recommend and Monitor correct actions taken by Contractor needed to fix a work which is not in compliance with the Contract Documents;
- Maintaining Field inspection diaries;
- Record Digital photos of work in progress;
- Field Inspection/ Quality assurance/ materials testing services /Review and approve test reports submitted by the contractor (03 sets for each relevant report);

- Check sites/ work places in compliance of safety and health standards and notify in case of non-compliance.
- Review and approval of Contractor's survey layouts and levels.
- Inspect installation of electro-mechanical equipment as per the manufacturer guidelines and tender documents.
- Testing, commissioning and energization of equipment and systems
- Maintaining all records of inspections and testing.
- The Consultant would demobilize the site staff if the work is suspended due to lack of funds or work has not been awarded to Contractor or as required by Employer. However Re-mobilization of site would be made as per the Employer requirement.

The Consultant shall be responsible for providing services during construction closeout/ Defect Liability Period. Services during construction closeout shall include, but not be limited to:

- Site inspection to determine the completion of works in fulfillment of Contract Documents and rectification of any defect (s) therein;
- Preparation of punch list and inspection of remedial actions;
- Review of operation/ maintenance manuals and spare parts lists.
- Review As-built drawings submitted by the Contractor (03 sets or reviewed and approved drawings);
- Recommendation to Client as to the release of payments, securities/ insurances and retention to Contractor.
- Review and recommendation/certification of Contractor's Final Bill.
- Finalize the handing over/taking over of site.
- Recommendation to issue Defect Liability Certificate to the contractor.

B.2. STAFFING

- The consultant shall submit CV's and copies of educational and experience certificates/ documents of proposed staff for this particular project with a covering list of detail of staff and related brief of each staff regarding his/ her experience. The staff should include the following;

A. Key Personnel for Design Phase

1. Project Manager having vast experience of Designing and Construction supervision (Min: MS Civil)
2. Senior Contracts Engineer (Min: BE Civil)
3. Senior Road Design Engineer (Min: BE Civil)
4. Senior Sewerage and Water System Design Engineer (Min: BE Civil/ Mechanical)
5. Senior Electrical Design Engineer (HT and LT system) (Min: BE Electrical)
6. Senior Mechanical Engineer (Min: BE Mechanical)
7. Senior Quantity Surveyor (Min: DAE in civil)

B. Key Personnel for Site Office

1. Project Manager having vast experience of Designing and Construction supervision (Min: MS Civil, as and when required)
2. Resident Engineer (Min BE Civil with at least one similar project/ required full time at site)
3. Material Engineer (Min: BE Civil, as and when required)

4. Material Inspector (Min DAE Civil, Required full time until the completion of Concrete and Road works, 10 years Experience)
5. Site Inspector civil for site (Min DAE Civil, Required full time until the completion of Concrete and Road works, 10 years Experience)
6. Electrical Inspector for site as and when required (Min: DAE Electrical)
7. Mechanical Inspector for site as and when required (Min: DAE Mechanical)
8. Senior Land Surveyor (Min: DAE Civil, Required full time until the completion of Concrete and Road works)

B.3. PAYMENT FOR CONSTRUCTION SUPERVISION

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

$$\frac{\text{Amount of IPC of Construction Contract}}{\text{Total Amount of Construction Contract (s)}} \times \text{Consultant Bid Price for Construction phase}$$

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

Part C Selection Criteria

C.1 – Mandatory Requirements

1. The Consultancy Firm should have the required Pakistan Engineering Council (PEC) Registration Certificate for the year 2016 bearing relevant codes including 1203 and 1204.
2. The Firm should have National Tax Number (NTN).

C.2 – Selection Criteria

To qualify, applicant must score an aggregate of 70 marks out of 100.

The Selection Criteria is based on the following:

S.No.	Criteria	Max. Marks
A	Profile of Firm	08 Marks
A1	Ownership and Organizational Structure of the firms including year of establishment and office setup (attach copy of incorporation certificate). <ul style="list-style-type: none"> • 15 years (04 marks) • 15-20 years (additional 02 Marks) • Above 20 years (additional 02 Marks) 	08 Marks
B	Experience and Past Performance of the Firm (Documentary Proof for each work should be attached; completion certificates for executed works and Letter of Award for in hand projects)	52 Marks
B1	Master Planning of at least one Industrial Park / Estates (min. 60 acres land) completed in the last 15 years	04 Marks
B2	Master Planning of at least one Industrial Park / Estates in hand	04 Marks
B3	Planning and Designing of Industrial Park / Estates (min. 60 acres land) completed in the last 15 years (04 Mark for each project)	08 Marks
B4	Construction supervision of Industrial Park / Estates (min. 60 acres land) completed in the last 15 years (04 Mark for each project)	08 Marks
B5	Planning and Designing of an Industrial Park / Estate in hand (03 Marks for each project)	06 Marks
B6	Construction supervision of an Industrial Park / Estate in hand (03 Mark for each project)	06 Marks
B7	Planning and Designing of General infrastructure development works completed (02 marks for each project)	04 Marks
B8	Construction supervision of General infrastructure development works completed (02 marks for each project)	04 Marks
B9	Planning and Designing of a General infrastructure development work in hand (02 marks for each project)	04 Marks
B10	Construction supervision of a General infrastructure development work in hand (02 marks for each project)	04 Marks

S.No.	Criteria	Max. Marks
C	Qualification & Experience of Key Personnel to assigned on this project(Copies of Educational plus Experience certificates and CVs of Key Personnel should be attached)	33 Marks
C1	Key Personnel for Design Phase	18 Marks
	<ol style="list-style-type: none"> 1. Project Manager (Min: MS Civil) <ul style="list-style-type: none"> • 15 years Experience, 02 Marks • Above 15 years, 01 additional Mark 2. Senior Contracts Engineer (Min: BE Civil) <ul style="list-style-type: none"> • 08 years Experience, 1.5 Marks • Above 08 years, additional 01 Mark 3. Sr. Road Design Engineer (Min: BE Civil) <ul style="list-style-type: none"> • 15 years Experience, 1.5 Marks • Above 15 years, 01 additional Mark 4. Sr. Sewerage and Water System Design Engineer (Min: BE Civil/Mechanical) <ul style="list-style-type: none"> • 15 years Experience, 1.5 Marks • Above 15 years, 01 additional Mark 5. Sr. Electrical Design Engineer (HT and LT system) (Min: BE Electrical) <ul style="list-style-type: none"> • 10 years Experience, 1.5 Marks • Above 10 years, additional 01 Mark 6. Senior Mechanical Engineer (Min: BE Mechanical) <ul style="list-style-type: none"> • 10 years Experience, 1.5 Marks • Above 10 Years, additional 01 Mark 7. Senior Quantity Surveyor (Min. DAE Civil) <ul style="list-style-type: none"> • 08 years Experience, 1.5 Marks • Above 08 years, additional 01 Mark 	
C2	Key Personnel for Site Office	15 Marks
	<ol style="list-style-type: none"> 1. Resident Engineer (Min BE Civil) <ul style="list-style-type: none"> • 10 years experience, 1.5 Marks • Above 10 years, additional 01 Mark 2. Material Engineer (Min. BE Civil) <ul style="list-style-type: none"> • 08 years Experience, 1.5 Marks • Above 08 years, additional 01 Mark 3. Material Inspector (Min. DAE Civil) <ul style="list-style-type: none"> • 08 years Experience, 1.5 Marks • Above 08 years, additional 0.5 Mark 4. Site Inspector civil (Min. DAE Civil) <ul style="list-style-type: none"> • 08 years Experience, 1.5 Marks • Above 08 years, additional 0.5 Mark 5. Electrical Inspector (Min. DAE Electrical) <ul style="list-style-type: none"> • 08 years Experience, 1.5 Marks • Above 08 years, additional 0.5 Mark 6. Mechanical Inspector (Min. DAE Mechanical) <ul style="list-style-type: none"> • 08 years Experience, 1.5 Marks • Above 08 years, additional 0.5 Mark 7. Sr. Land Surveyor (Min. DAE Civil) <ul style="list-style-type: none"> • 08 years Experience, 1.5 Marks • Above 08 years, additional 0.5 Mark 	

S.No.	Criteria	Max. Marks
D	Methodology	05 Marks
D1	Methodology to undertake the implementation of infrastructure project to be established at NFIP. Note: The marks on the methodology will be given fairly at the sole discretion of Client / Procurement Committee. The Consultants agree that they will have no objection on the Client's decision	05 Marks
F	Affidavit	02 Marks
F1	Affidavit for firm not Blacklisted on any Project or by any organization.	02 Mark

Note : Marking for Joint Venture Firms will be Cumulative Marking.

Part D Submission Forms

This part of the RFP contains the following submission forms;

Form – 1: Information Form

Form – 2: Experience of Consultant

Form – 3: Format of Curriculum Vitae of Proposed Key Staff

Form – 4: Financial Proposal Submission Form

Form – 5: Summary of Cost

**PROCUREMENT OF CONSULTANCY SERVICES FOR DETAILED
DESIGNING AND CONSTRUCTION SUPERVISION OF
INFRASTRUCTURE WORKS AT NAUSHAHRO FEROZE INDUSTRIAL
PARK, NAUSHAHRO FEROZE**

INFORMATION FORM

1. Name of Consultant [Lead partner if association or JV]:

Address:

Telephone No(s): _____

Fax Number: _____

E-mail Address: _____

Registration No. with PEC along with Registered Office Address:

2. Description of consulting firm (ownership/organization):

3. Experience (Number of Years): _____

· Local/national: _____

· International: _____

· Regional (within the country-details):

4. Name(s) and Address (es) of Associates, if a JV; their short description and description of their role in the JV/Association (proof of association or JV is to be attached at stamp paper):

5. Experience of the Consultants (on appended forms) during the past 15 years:
(Form-2)

· Specific (Projects related to industrial infrastructure development works):

6. Attach Organization chart showing consultant's structure:

7. Attach Capital of consultant (Financial Statements for the latest two years).

Subsidiaries and associates.

- Annual fees in the last five years in current index.
- Financial reference [name/address of bank(s)]

8. Attach Professional staff available for the assignment on the appended (From-3) format for positions mentioned hereinabove.

9. Additional information:

Yours truly,

Name of Authorized Representative:

Position :

Date :

EXPERIENCE OF CONSULTANT

Relevant services carried out in the Last 15 years which best illustrate qualification.

[NAME OF THE FIRM/CONSULTANT]

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month/Year
6. Completion Date : Month/Year
7. Professional Staff Provided :
8. No. of Staff :
9. No. of Staff Months :
10. Approx: Value of Services :
11. Name of Other JV Firms :
(If any)
12. No. of Staff/Staff Months
Provided by the JV partner(s) :
13. Name/Position of Key Staff :
14. Description of Project :
15. Description of Services
Provided by the Firm

**FORMAT OF CURRICULUM VITAE
OF PROPOSED KEY STAFF**

1. The Discipline/ Expertise :
2. Name of the Firm :
3. Name of Nominee :
4. Date of Birth :
5. Years with the Firm :
6. Nationality :
7. PEC Registration/
Membership No. :
8. Key Qualifications : (Provide an outline of the nominee’s
experience)
9. Academic Qualification :
10. Employment Record :

11. Languages and : (In speaking, reading and writing as
Degree of Proficiency Excellent-Good-Fair-Poor)

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

Signature:

Dated: day/month/year

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

Name

We, the undersigned, offer to provide the consulting services for in accordance with your request for Proposal dated _____, and our Proposal (Technical and Financial Proposals). Our attached financial proposal is for the sum [Amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. 90 days.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS

S.N.	DESCRIPTION OF WORKS	LUMPSUM FEES
1	Detailed surveys, Soil Investigation and EIA	
2	Master Planning of the project	
3	Detailed Designing of the project and all related services	
4	Bidding Documents, Tendering Processes, Evaluations and Recommendation(s), Preparation of Construction Drawings, Award of Contracts etc	
5	Construction Supervision including Defect Liability Period	
Total		

Note:

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

Part - E

Consultancy Agreement

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

**National Industrial Parks Development and Management Company
(NIP D&MC)**

(NAME OF THE CLIENT)

and

(NAME OF THE CONSULTANTS)

for

**PROCUREMENT OF CONSULTANCY SERVICES FOR MASTER PLANNING,
DETAILED DESIGNING AND CONSTRUCTION SUPERVISION OF
INFRASTRUCTURE WORKS AT NAUSHAHRO FEROZE INDUSTRIAL PARK,
NAUSHAHRO FEROZE**

August, 2016

Month and Year

TABLE OF CONTENTS

	Page No.
1. FORM OF CONTRACT	5
II. GENERAL CONDITIONS OF CONTRACT	7
1. GENERAL PROVISIONS	7
1.1 Definitions	7
1.2 Law Governing the Contract	8
1.3 Language	8
1.4 Notices	8
1.5 Location	8
1.6 Authorised Representatives	8
1.7 Taxes and Duties	9
1.8 Leader of Joint Venture	9
2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT	9
2.1 Effectiveness of Contract	9
2.2 Termination of Contract for Failure to Become Effective	9
2.3 Commencement of Services	9
2.4 Expiration of Contract	9
2.5 Modification	10
2.6 Extension of Time for Completion	10
2.7 Force Majeure	10
2.7.1 Definition	10
2.7.2 No Breach of Contract	11
2.7.3 Extension of Time	11
2.7.4 Payments	11
2.8 Suspension of Payments by the Client	11
2.9 Termination	11
2.9.1 By the Client	11
2.9.2 By the Consultants	12
2.9.3 Cessation of Services	13
2.9.4 Payment upon Termination	13
2.9.5 Disputes about Events of Termination	13
3. OBLIGATIONS OF THE CONSULTANTS	13
3.1 General	13
3.2 Consultants Not to Benefit from Commissions, Discounts, etc.	14
3.3 Confidentiality	14
3.4 Liability of the Consultants	14
3.5 Other Insurance to be Taken out by the Consultants	15
3.6 Consultants' Actions Requiring Client's Prior Approval	15
3.7 Reporting Obligations	15
3.8 Documents Prepared by the Consultants to be the Property of the Client	15
3.9 Equipment and Materials Furnished by the Client	16
3.10 Accounting, Inspection and Auditing	16

4.	CONSULTANTS' PERSONNEL AND SUBCONSULTANTS	16
4.1	Description of Personnel	16
4.2	Removal and/or Replacement of Personnel	16
5.	OBLIGATIONS OF THE CLIENT	17
5.1	Assistance, Coordination and Approvals	17
5.1.1	Assistance	17
5.1.2	Co-ordination	17
5.1.3	Approvals	18
5.2	Access to Land	18
5.3	Change in the Applicable Law	18
5.4	Services and Facilities	18
5.5	Payments	18
6.	PAYMENTS TO THE CONSULTANTS	19
6.1	Lump Sum Remuneration	19
6.2	Contract Price	19
6.3	Terms and Conditions of Payment	19
6.4	Period of Payment	19
6.5	Delayed Payments	19
6.6	Additional Services	20
6.7	Consultants' Entitlement to Suspend Services	20
7.	SETTLEMENT OF DISPUTES	20
7.1	Amicable Settlement	20
7.2	Dispute Settlement	21
8.	INTEGRITY PACT	21
III.	SPECIAL CONDITIONS OF CONTRACT	22
	[Details to be finalised by the users]	
IV	APPENDICES	24
	Appendix A-Description of the Services	25
	Appendix B- Reports/ Deliverables	29
	Appendix C-Key Personnel and Subconsultants	30
	Appendix D-Breakdown of Contract Price in Foreign Currency	31
	Appendix E-Breakdown of Contract Price in Local Currency	32
	Appendix F-Services and Facilities to be Provided by the Client	33
	Appendix G-Integrity Pact	34
V	ALTRNATE TITLE PAGE IN CASE OF JV	35
	ALTERNATE FORM OF CONTRACT IN CASE OF JV	36

FORM OF CONTRACT

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

_____ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A : Description of the Services/ Scope of Work

Appendix B : Reports/ Deliverables

Appendix C : Key Personnel and Subconsultants

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

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

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para

above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

3.5 Other Insurance to be Taken out by the Consultants

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall,

at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

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

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

5.4 Services and Facilities

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

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

- (a) 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

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

1.1 Definitions

"Project" means "Procurement of Consultancy Services for Master Planning, Detailed Designing and Construction Supervision of Infrastructure Works at Naushahro Feroze Industrial Park, Naushahro Feroze."

1.6 Authorised Representatives

The Authorised Representatives are the following:

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

Telephone : _____
Facsimile : _____
E.Mail : _____

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

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

Telephone : _____
Facsimile : _____
E.Mail : _____

1.8 Leader of the Joint Venture

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

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

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

2.3 Commencement of Services

The Consultants shall commence the Services on 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 06 months for Master Planning, EIA, detailed designing and pre-construction phase activities.

The Construction Supervision is envisaged to be for 12 months, however may be extended due to site conditions. In case of extension of construction supervision contract, no additional payment to the Consultant will be admissible.

The Defect Liability Period will be for 12 months.

"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 Consultant in case of such extended period.

3.4 Liability of the Consultants

From the 3rd paragraph, replace the last word "earlier" with the word "later"

From the 4th paragraph, delete the phrase "upto a limit keeping such cover effective."

3.5 Insurance to be Taken out by the Consultants

As per normal industry practice.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

- x) Granting any extension of time to the Contractor.
- xi) Any other item mentioned in the Construction Contract.

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

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

5.1.1 Assistance

To be mutually agreed between Client and the Consultant.

5.1.2 Coordination

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.

6.2 Contract Price

- (a) The amount in local currency is Pakistani Rupees.....
- (b) The break up of local currency is as under:
 - For Detailed surveys, Soil Investigation and EIA is Rs.....
 - For Master Planning of the project is Rs
 - For Detailed Designing of the project and all related services is Rs.....
 - For Tendering Processes, Evaluations and Recommendation(s), Preparation of Construction Drawings, Award of Contracts etc is Rs.....
 - For Construction Supervision including Defect Liability Period is Rs.....

6.3 Terms and Conditions of Payment

For Pre-Construction Phase

- For Detailed surveys, Soil Investigation and EIA is Rs.....
- For Master Planning of the project is Rs
- For Detailed Designing of the project and all related services is Rs.....
- For Tendering Processes, Evaluations and Recommendation(s), Preparation of Construction Drawings, Award of Contracts etc is Rs.....

For Construction Supervision Phase

- Total Remuneration for Construction Supervision including Defect Liability Period is Rs.....

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

$$\frac{\text{Amount of IPC of Construction Contract}}{\text{Total Amount of Construction Contract (s)}} \times \text{Consultant Bid Price for Construction}$$

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 submit the invoice only after the completion and approval by the Client of each activity mentioned above.

6.4 Period of Payment

No advance payment is allowed under this Contract.

6.5 Delayed Payments

Financing charges are Two percent (2%) per annum.

6.6 Additional Services

Sub-clause (b) is deleted.

IV APPENDICES

Appendix A

Description of the Services/ Scope of Work

A.1 Design Phase

Consultant's Services will include all the services and activities detailed hereinafter including all activities which are necessary to ensure satisfactory completion of the major tasks listed below even if such activities may not be specifically detailed in this "**Scope of Services**"

1. Onsite Survey, Investigation & Environmental Impact Assessment

- 1.1 Carry out detailed survey of the NFIP site and its environment
- 1.2 Carry Out/arrange:
 - 1.2.1 Verification of site boundary and bench marks
 - 1.2.2 Soil Investigation (03 sets of Report)
 - 1.2.3 Topographical survey (03 sets of Report)
 - 1.2.4 Comprehensive and detailed Environmental impact Assessment (EIA) studies and obtaining "**No Objection Certificate**" from relevant authority (03 sets of Report).
 - 1.2.5 Consultant should provide detailed signed and stamped reports for all above. Soft copies of all reports in editable format and software shall also be submitted.

2. Master Planning, Detailed Design Development (Architectural & Engineering Services), Preparation of Tender and Bid Documents and selection of Contractors

- 2.1 Conduct detailed Master Planning of the project. Submit three (03) sets of each draft and then approved Master Plan to the Employer.
- 2.2 Detailed design development and preparation of Engineering drawings for the infrastructure services including Firefighting, Water Supply system, Sewerage System, Underground and overhead water reservoirs, Waste Water Treatment Plant, Power Generation Plant, Roads (Flexible and Rigid Pavement), Storm Water System, Street Lighting and Power Distribution, Telecommunication, fiber optic cable, Gas and/or LPG Distribution Network, Boundary wall, Landscaping and horticulture for Green areas & Parks and any other infrastructure facility not specifically mentioned herein but which are normally required in an Industrial Park
- 2.3 Special attention is to be provided to the topography and the natural drainage pattern of the area and its surroundings.
- 2.4 In the planning and designing of the electrical distribution system, it must be ensured that adequate electrical power is available to users based on the type of industry and the normal electric consumption in respective industry.
- 2.5 Review and approval of Building Planes of factories of prosperous applicant to be set up at NFIP in line with applicable building bye laws and provide comments (if any).

- 2.6 Designing of Gas piping network to all sectors in accordance with the requirements of applicable laws.
- 2.7 Conduct Prequalification of Contractors (as per PPRA rules) if and when required and furnished recommendation (as per PPRA rules) accordingly.
- 2.8 Preparation of complete Bidding Documents.
- 2.9 Preparation of Engineering Estimates.
- 2.10 Conduct bid opening meetings.
- 2.11 Scrutinize, conduct technical and financial evaluations and give recommendations on Bid(s) as per PPRA rules.
- 2.12 Making bid evaluation reports.
- 2.13 Consultant shall be responsible to conduct complete Contract Award processes for all tenders including stamp duties, performance securities and insurances.
- 2.14 Consultant shall be responsible for all tendering process and consequently assist in responding Audit queries (Internal, External and AGP)
- 2.15 Deliverables:
 - 2.15.1 Signed and stamped Draft and the Approved Master Plan (03 sets of each)
 - 2.15.2 Signed and stamped Design report (03 sets)
 - 2.15.3 Signed and stamped Prequalification and Tender documents including tender drawings, specifications and BOQ (05 sets of each)
 - 2.15.4 Signed and stamped prequalification and Bid evaluation reports (03 sets)
 - 2.15.5 Signed and stamped Construction Drawings (03 sets)
 - 2.15.6 Engineering Estimates (03 sets)
- 2.16 The Consultant shall provide Schedule (Timeline) of all activities on Primavera and / or MS Project for respective phase (03 sets).
- 2.17 Soft copies of all reports in appropriate editable format and software.
- 2.18 Any other relevant report required by the Client.

B.2 Construction Supervision Phase

The Consultant shall be responsible for providing construction supervision services throughout the duration of the project. Provision of vehicles, its maintenance, Driver, POL etc will be provided to consultant by the contractor through Construction Contracts.

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

1. Project Management, including;
 - Schedule (Timeline) of all activities on Primavera and / or MS Project for Master Planning and pre-construction phase (03 sets)

- Physical and Financial Progress Schedule preparation (schedule shall be prepared in conjunction of Contractor's schedule)(03 sets);
- Schedule evaluation (actual vs. planned physical and financial progress);
- Cash Flow Details (Expected v/s original) (03 set)
- Record management;
- Verification of Interim Payment Certificates submitted by Contractor;
- Preparation and submission of monthly progress reports (03 sets are required). The monthly progress report shall include:
 - ❖ Description of Background of project including work award details (including letter of award/ Detail of securities and insurance).
 - ❖ A short overview of work completed during the previous month;
 - ❖ A short overview of work to be completed the following month;
 - ❖ An updated schedule (based on Contractor's schedule of progress) showing work progress and completion percentage;
 - ❖ A list of problems/ difficulties; if any; and proposed corrective actions; and
 - ❖ A bar graph on MS Project and / or Primavera comparing the monthly invoiced amounts and cumulative billings with the total authorized construction budget.
 - ❖ Physical and Financial progress of the project for respective month.
 - ❖ Attach 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 according to the terms and conditions set in Contract Agreement.
- Conduct and lead Preconstruction conference/ meetings to be held between Client and Contractor;
- Coordination in site meetings to be held between representatives of Client and Contractor and preparation of minutes of meeting;
- Review of Contractor's work progress in compliance of complete Contract Document plus work program submitted by Contractors;
- Review of Contractor's submittals in compliance of Contract Documents;
- Completion of daily logs;
- Communication with Contractor regarding adequacy of work.
- Review and evaluation of submittals in support of claims and disputes (if any) and forwarding subsequent recommendation to Employer.
- Coordinate with Contractor and Client to conclude claims and disputes.
- Investigation and inspection of site conditions that differ from those described in the Contract Documents.
- The Consultant shall provide Schedule (Timeline) of all activities on Primavera and/or MS Project for respective phase.
- Submission of any record or drawings made by Consultant during construction.
- Resolve Disputes at all levels (if any).

3. Field Inspection, including;

- Review and inspection of Contractor's work in compliance of Contract Documents on daily basis;
- Recommend and Monitor correct actions taken by Contractor needed to fix a work which is not in compliance with the Contract Documents;
- Maintaining Field inspection diaries;
- Record Digital photos of work in progress;
- Field Inspection/ Quality assurance/ materials testing services /Review and approve test reports submitted by the contractor (03 sets for each relevant report);

- Check sites/ work places in compliance of safety and health standards and notify in case of non-compliance.
- Review and approval of Contractor's survey layouts and levels.
- Inspect installation of electro-mechanical equipment as per the manufacturer guidelines and tender documents.
- Testing, commissioning and energization of equipment and systems
- Maintaining all records of inspections and testing.
- The Consultant would demobilize the site staff if the work is suspended due to lack of funds or work has not been awarded to Contractor or as required by Employer. However Re-mobilization of site would be made as per the Employer requirement.

The Consultant shall be responsible for providing services during construction closeout/ Defect Liability Period. Services during construction closeout shall include, but not be limited to:

- Site inspection to determine the completion of works in fulfillment of Contract Documents and rectification of any defect (s) therein;
- Preparation of punch list and inspection of remedial actions;
- Review of operation/ maintenance manuals and spare parts lists.
- Review As-built drawings submitted by the Contractor (03 sets or reviewed and approved drawings;
- Recommendation to Client as to the release of payments, securities/ insurances and retention to Contractor.
- Review and recommendation/certification of Contractor's Final Bill.
- Finalize the handing over/taking over of site.
- Recommendation to issue Defect Liability Certificate to the contractor.

Appendix B

Reports/ Deliverables

1. Onsite Survey, Investigation & Environmental Impact Assessment

Pursuant to Clause 1 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)

- 1.1. Surveys and Investigation Reports
- 1.2. An Environment Impact Analysis Report

2. Master Planning, Detailed Design Development (Architectural & Engineering Services), Preparation of Tender and Bid Documents and selection of Contractors

Pursuant to Clause 2 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)

- 2.1. Schedule (Timeline) of all activities on Primavera and / or MS Project for Master Planning and pre-construction phase.
- 2.2. Draft Master Plan
- 2.3. Approved Master Plan
- 2.4. Design Reports
- 2.5. Engineering Estimates
- 2.6. Pre-qualification Documents (05 sets)
- 2.7. Pre-qualification Report
- 2.8. Bidding Documents including Tender Drawings (05 sets)
- 2.9. Bid Evaluation Reports
- 2.10. Construction Drawings

3. Construction Supervision Phase

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)

- 3.1. Schedule (Timeline) of all activities on Primavera and / or MS Project for Master Planning and pre-construction phase.
- 3.2. Physical and Financial Progress Schedule preparation (schedule shall be prepared in conjunction of Contractor's schedule);
- 3.3. Monthly Progress Reports as per described format in App-A
- 3.4. Cash Flow Details (Expected v/s original)
- 3.5. Variation Orders / Claims (if any)
- 3.6. Field Inspection and Quality Control Report
- 3.7 Review and approve test Reports submitted by the Contractors
- 3.4. As-Built Drawings (obtained from contractor and reviewed)

Note : *Soft copies of all reports in editable format and software shall also be submitted*

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 be comprises of the members required in "Section B.2 – Staffing" 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 APPLICABLE)

Appendix E

Breakdown of Contract Price in Local Currency

S.N.	DESCRIPTION OF WORKS	LUMSUM FEES
1	Detailed surveys, Soil Investigation and EIA	
2	Master Planning of the project	
3	Detailed Designing of the project and all related services	
4	Tendering Processes, Evaluations and Recommendation(s), Preparation of Construction Drawings, Award of Contracts etc	
5	Construction Supervision including Defect Liability Period	
	Total	

Note:

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

Appendix F

Services and Facilities to be Provided by the Client

Accommodation and transportation for Consultant's site staff required for Construction Supervision Service will be provided through Construction Contract.

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/ Scope of Work
- Appendix B: Reports/ Deliverables
- 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)

