

INFRASTRUCTURE WORKS OF SECTOR G-14/2&3,
ISLAMABAD

REQUEST FOR PROPOSALS

May, 2016

GOVERNMENT OF PAKISTAN
MINISTRY OF HOUSING & WORKS



FEDERAL GOVERNMENT EMPLOYEES HOUSING FOUNDATION,
ISLAMABAD.

10-Mauve Area, G-10/4, Islamabad.

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LETTER OF INVITATION (LOI)

Dear Consultants!

1. INTRODUCTION

- 1.1 You are hereby invited to submit a technical and a financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).
- 1.4 The Client (Federal Government Employees Housing Foundation) funds for the project for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is issued.
- 1.5 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Please note that:
 - i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a cost of the Assignment; and
 - ii) The Client is not bound to accept any of the proposals submitted.
- 1.8 We wish to remind you that in order to avoid conflicts of interest:
 - i) Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and

- ii) Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

2. DOCUMENTS

- 2.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Ten (10) days before the proposal submission date. Any request for clarification in writing shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond to such requests and copies of the response shall be sent to all the participating Consultants.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL

- 3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language.

Technical Proposal

- 3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information in required format shall be at your own risk and may result in loss of credit points and/or rejection of your proposal.
- 3.3 During preparation of the technical proposal, you must give particular attention to the following:
 - i) If you consider that your firm does not have all the expertise (preference will be given to those Consultants having all the expertise under one roof) for the Assignment you may obtain a full range of expertise by associating with other firms or entities. You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani Firm. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.
 - ii) Subcontracting part of the Assignment to other consultants if considered desirable; the same sub-consultant may be included in several proposals, subject to limitations in the Data Sheet.

- iii) The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However you may propose changes in the light of your experience through your comments on the TOR.
- iv) The key professional staff proposed shall be permanent employees of the firm since last one year, unless otherwise indicated in the Data Sheet.
- v) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.
- vi) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vii) Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located may be considered additional qualification.

3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in Appendix 1:

- I-Form-1 A brief description of the Consultant's organization and an outline of recent (not older than six years) experience on assignments of a similar nature duly substantiated with the Completion Certificate(s) from the clients. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement along with description of the services provided.
- I-Form-2 A list of projects presently being under taken by the Firm duly substantiated with the Work Orders, and expertise-wise total number and number of staff deployed on the projects being presently undertaken.
- I-Form-3 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.
- I-Form-4 Any comments or suggestions on the TOR;
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
- I-Form-5 CVs recently signed by the proposed key professional staff or an authorized manager in the consultants head office. Key information should include number of years with the firm, and degree of

responsibility held in various assignments especially during the last six (06) years for Infrastructural Development and Maintenance Works.

- I-Form-6 A work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type. A soft copy should also be submitted in MS Project or equivalent format.
- I-Form-7 A schedule for compilation and submission of various types of reports.
- I-Form-8 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.
- I-Form-9 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.
- 10. Vouched Salary Accounts Details, Salary Vouchers of proposed staff for the last six months duly substantiated with Bank Statements.
- 11. Any additional information as requested in the Data Sheet.

3.5 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.

Financial Proposal

- 3.6 The financial proposal should list the costs associated with the Assignment. These costs should be broken into local costs. Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 6.
- 3.7 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.
- 3.8 Costs may be expressed in currency(ies) listed in the Data Sheet

4. SUBMISSION OF PROPOSALS

- 4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelop bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by an original written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. PROPOSAL EVALUATION

- 5.1 A single stage two-envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score, as indicated below:

Technical Proposal

- 5.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned unopened.

Financial Proposal

- 5.3 The financial proposals of the three top-ranking qualifying consulting firms on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 5.4 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the three shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$S_f = \frac{F_m}{F} \times 100$$

(F = amount of specific financial proposal)

- 5.5 Proposals, in the quality cum cost based selection shall finally be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T- the weight given to the technical proposal, P = the weight given to the financial proposal; and $T+P=1$) indicated in the Data Sheet:

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

6. NEGOTIATION

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.
- 6.2 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 6.3 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates.
- 6.4 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except prior approval and in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.5 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

7. AWARD OF CONTRACT

- 7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialling of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.
- 7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

DATA SHEET

Clause

1.1 The name of the Assignment is :

Infrastructure Works of Sector G-14/2&3, Islamabad.

The name of the Client is : **Federal Government Employees Housing Foundation, 10-Mauve Area, G-10/4, Islamabad.**

1.2 The description and the objectives of the Assignment are :

Detailed Supervision of Construction work, conducting of lab tests, verification and processing of Contractor's IPCs to the Employer for payment.

1.3 Phasing of the Assignment (if any):

None.

1.6 The Client shall provide the following inputs:

Any relevant data available with the Client shall be provided to the Consultants for performance of the Assignment.

2.1 The Documents are:

Data Sheet, Description of Services/ToR, Forms, Draft Form of Contract, Sample formats/Appendices.

2.2 The address for seeking clarification is:

Deputy Director (Technical-I), F.G Employees Housing Foundation, 10-Mauve Area, G-10/4, Islamabad.

3.3 (i) A short-listed firm may associate with another short-listed firm.

No.

(ii) The same sub-consultant may participate in several proposals.

No. Subcontracting is not allowed.

(iii) The estimated number of key professional staff months is:

24 Months

(v) The minimum required experience of proposed Key staff is

As per attached forms, and Appendix-C of Draft Contract Agreement.

(vi) Training is an important feature of this Assignment:

No.

3.4 Additional information in the technical proposal includes:

All required/provided documents must be properly numbered, flagged and indexed. Failure to comply / conform may entail loss of credit on account thereof.

3.7 Professional liability, insurances (description or reference to appropriate documentation):

As per Draft Contract Agreement.

4.1 The number of copies of the Proposal required is:

One original.

4.2 The address for writing on the proposal is:

Deputy Director (Technical-I), F.G Employees Housing Foundation, 10-Mauve Area, G-10/4, Islamabad.

4.4 The date and time of proposal submission are: 08-06-2016, 4:00 pm.

4.5 Validity period of the proposal is (days, date): 90 Days from last date of submission of proposals.

The location for submission of proposals is:

Deputy Director (Technical-I), F.G Employees Housing Foundation, 10-Mauve Area, G-10/4, Islamabad.

5.2 The points given to each category of evaluation criteria are:

SR. NO.	DESCRIPTION/ITEMS	MAX. POINTS
1.	Experience Of The Firm	
a.	General Experience Of The Firm	50
b.	Similar Experience Of The Firm	90
c.	Office in near to Project Area	10
Sub Total :		150
2.	Approach and Methodology	
a.	Understanding Of The Project	35
b.	Quality Of Methodology	50
c.	Innovativeness	05
d.	Methodology and Work Plan (in MS	80

	Project or equivalent)	
e.	Facilities	05
f.	Technology	2.50
g.	Presentation Of Document	2.50
Sub Total:		180
3.	Posting Plan of Staffing	20
4.	Present Commitment And Past Performance Of The Firm	50
Total Points: (A)=1+2+3+4		400

List of detailed staff is provided in Appendix C of the Draft Contract. The points earmarked for evaluation sub-criteria for suitability of Key staff are:-

SR. NO.	DESCRIPTION/ITEMS	MAX. POINTS
1.	Project Manager/Team Leader	150
2.	Resident Engineer	100
3.	Town Planner	75
4.	Public Health Engineer	75
5.	Structural Engineer	75
6.	Electrical Engineer	75
7.	Estimator/Surveyor	50
Total Points: (B)		600

Grand Total Points = A+B = 400+600 = 1000

The minimum qualifying technical score is [700] Points.

5.3 The date, time and address of the financial proposal opening are:-

Will be formally conveyed on appropriate time.

5.5 The weights given to the Technical and Financial Proposals are:-

Technical: (70%) Financial : (30%)

7.2 The Assignment is expected to commence in:-

June, 2016.

Sincerely,

**Federal Government Employees
Housing Foundation, Islamabad.**

Enclosures:

- 1) Terms of Reference/background Information
- 2) Sample Forms for:-
 - a) Technical Proposal
 - b) Financial Proposal
- 3) Draft Form of Contract

APPENDIX-I
TECHNICAL PROPOSAL FORMS

FIRM'S REFERENCE

**Similar and General Services In-Hand and Successfully Completed
in the Last Six Years
Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted. Performance / Completion certificates / Work Orders from the Client(s) must be attached otherwise no credit shall be awarded.

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

Consultants' Name: _____

PRESENT STAFF DEPLOYMENT

(As of _____)

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

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

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

Proposed Methodoloty must be clear, self explanatory and in first person format. It must show a professional approach, in a chronological order from stard till end, towards the fulfilment of the assignment. It must be free of typically copy pasted material and should be near to reality pertaining to the assignment, as much as possible.

COMMENTS/SUGGESTIONS OF CONSULTANT

Comments and suggestions will be warmly welcomed. Please feel free to share anything that you think may be helpful for performing the assignment.

On the Terms of Reference (TOR)

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

Etc.

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

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

Etc.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

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

10. Key Qualifications:

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

11. Education:

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

12. Employment Record:

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

13. Languages:-

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

14. Certification: **(Compulsory)**

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

Signature of Staff Member
or:

Date: _____
Day/Month/Year

Authorized official from the firm

WORK PLAN/ACTIVITY SCHEDULE

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

Completion and Submission of Reports

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

WORK PLAN AND TIME SCHEDULE FOR PERSONNEL

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

Full Time: _____
 Part Time: _____

Activities Duration _____

Yours faithfully,

Signature _____
 (Authorized Representative)

Full Name _____

Designation _____

Address _____

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

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

APPENDIX-II

FINANCIAL PROPOSAL FORMS

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____ Firm: _____

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

Notes:

Basic salary shall include actual gross salary before deduction of taxes. Payroll sheet for each proposed personnel should be submitted duly substantiated with Bank Statements.

Break-down of each & every item in above table must be provided.

Full Name: _____

Signature: _____

Title: _____

DIRECT (NON-SALARY) COSTS

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

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

Form 6

SUMMARY OF COST OF CONSULTANT

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

DRAFT FORM OF CONTRACT

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

**FEDERAL GOVERNMENT EMPLOYEES HOUSING
FOUNDATION, 10-MAUVE AREA, G-10/4
ISLAMABAD.**

(NAME OF THE CLIENT)

and

(NAME OF THE CONSULTANTS)

for

**INFRASTRUCTURE WORKS OF SECTOR G-14/2&3,
ISLAMABAD.**

May, 2016

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the ___ day of ___ month) of ___ (year), between, on the one hand **Federal Government Employees Housing Foundation (FGEHF)** with its office at **10-Mauve Area, Sector G-10/4, Islamabad** (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, _____ with its office at _____ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the following Appendices:
 - Appendix A : Description of the Services
 - Appendix B : Reporting Requirements
 - Appendix B-1 : Communication Protocol
 - Appendix C : Key Personnel and Subconsultants
 - Appendix D : Breakdown of Contract Price in Foreign Currency (**Not Used**)
 - 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

**FEDERAL GOVERNMENT EMPLOYEES
HOUSING FOUNDATION (FGEHF)**

(NAME OF THE CLIENT/AUTHORIZED PERSON)

Witness:

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

For and on behalf of

(NAME OF THE CONSULTANTS/AUTHORIZED PERSON)

Witness:

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

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 Contact;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

5.4 Services and Facilities

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

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency

and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of Client's instructions.

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

6.7 Consultants' Entitlement to Suspend Services

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

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

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

8. INTEGRITY PACT

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

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

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

III. SPECIAL CONDITIONS OF CONTRACT

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

(p) "Project" means

Infrastructure Works Of Sector G-14/2&3, Islamabad.

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

Director (Technical)

Federal Government Employees Housing Foundation,
10-Mauve Area, Sector G-10/4, Islamabad.

Telephone: 051-

Facsimile: 051-

For the Consultants:

(Name of Project Manager/Authorized Representative)

(Project)

(Address)

Telephone : _____

E.Mail : _____

Consultants will also act as "THE ENGINEER" of the project.

1.8 Leader of the Joint Venture

This sub-clause is deleted in its entirety.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be Forty (40) days, or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services immediately after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The Services shall be completed within following periods, or such extended time as may be allowed by the Client:

a.	Detailed construction supervision of Infrastructure Works of Sector G-14/2&3, Islamabad.	24 Months from the date of start of actual supervision of works being carried out at the site by the Contractor.
b.	Defects Liability Period	24 Months during defects liability period.

"Completion of Services" means sheer completion of services as per Appendix-A.

2.7.3 Extension of Time

Following is added at the end of this sub-clause:
The extended time shall not be regarded as additional services.

2.7.4 Payments

Following is added at the end of this sub-clause:
In case the construction works are abandoned at site due to any reason(s), including reasons due to Force Majeure, the Consultants shall be entitled to receive the payment on the basis of curtailed staff.

3.4 Liability of the Consultants

Second paragraph of this sub-clause is amended as follows:
If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design as well as supervision of the project, the Consultants shall make good such losses or damages in total from their bonafide dues.

3.6 Consultants' Actions Requiring Client's Prior Approval

This sub-clause is amended as follows:
The Consultants shall obtain the Client's prior approval in writing before taking any of, but not limited to the following actions:

- (a) appointing such Personnel as are listed in Appendix-C, and their pay and allowances in accordance with qualification and experience;
- (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 or any sort of liabilities as a consequence thereof and its Personnel pursuant to this Contract;

- (c) The Consultants shall obtain approval of 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) Appointment of sub-consultants for any of the services under sub-clause 1.4 of GC.

In case of failure, the Performance Security / Guarantee of the Consultants shall be forfeited.

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

This sub-clause is amended as follows:

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 sole 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 within a period of one month after termination of

the Contract. The Consultants may retain a copy of such documents and software.

Following is added at the end of this sub-clause:

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.

3.9 Equipment and Materials Furnished by the Client

This sub-clause is deleted in its entirety.

3.10 Accounting, Inspection and Auditing

Part (ii) of this sub-clause is amended as follows:

shall permit the Client or its designated representatives periodically, and up to three years 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.

Following is added at the end of this sub-clause:

The Consultants shall assist the Client in preparation of replies to audit paras (if any) and settlement thereof.

4.1 Description of Personnel

Second sentence of this sub-clause is amended as follows:

The Key Personnel and Subconsultants listed by title and/or by name, as the case may be, in Appendix C are required to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

Part (b) of this sub-clause is amended as follows:

Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants with the approval of the Client in accordance with the actual requirements of the Contract to ensure efficient and economical performance of the Services, provided that the aggregate of such adjustments shall cause payments under this Contract to exceed or recede the ceilings set forth in Sub-Clause 6.1(a) of this Contract. The breakup/details of Professionals and their allied information will be provided to the Employer or his representative on their demand.

4.3 Approval of Personnel

This sub-clause is amended as follows:

The Personnel and Subconsultants listed by title as well as by name in Appendix C are required to be approved by the Client. In respect of other

Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data including personal interview if warranted. If the Client does not approve or object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been rejected by the Client.

5.1.1 Assistance

The Client shall provide, at no cost, all existing data, information, studies and reports available with the Client and other inputs to assist the Consultants to carry out the Services.

5.1.2 Coordination

The departments and agencies include:

1. Capital Development Authority (CDA)
2. Water and Power Development Authority (WAPDA)
3. Sui Northern Gas Pipeline Limited (SNGPL)
4. Pakistan Telecommunication Corporation Limited (PTCL)
5. Pakistan Environmental Protection Agency (EPA)
6. Any other related agency.

5.1.3 Approvals

The Client shall accord approval of the documents, subject to satisfaction of the Client, within fourteen (14) days from the date of their submission by the Consultants.

6.1 Lump Sum Remuneration

The Consultant’s Remunerations in accordance with Scope of Services given in Appendix-A, will be as under:

Sr. No.	Work	Quoted Amount
1.	Detailed construction supervision of Infrastructure Works of Sector G-14/2&3, Islamabad.	Lump Sum Rs.....

6.2 Contract Price

- (a) The amount in foreign currency is NIL. Consultant’s remuneration shall be paid in Pakistani Rupees.
- (b) In case the Scope of Services is increased, the additional remuneration will be payable by the Client as per mutually agreed rates.

- (c) In case the duration of of Construction works extends beyond stipulated time, the additional remuneration for Supervision services beyond original period shall not be paid by the Client.
- (d) Detailed Geotechnical investigation will be carried out by the Contractor under his Construction Contract with the Client.
- (e) Material testing laboratory will be established and maintained by the Contractor under his Construction Contract with the Client and testing will be supervised by the Consultant to ensure compliance with the specifications.
- (f) In case the construction works are abandoned at site due to any reason, the balance of original fee for Supervision Services will be payable during balance of Original Construction period, upon resumption of Construction Works.

6.3 Terms and Conditions of Payment

(i)	Detailed construction supervision of Infrastructure Works of Sector G-14/2&3, Islamabad.	90% on the basis of actual physical progress achieved by the Contractor.
(ii)	Defects Liability Period	10%.

7.2 Dispute Settlement

At the end of this sub-clause, following is added:

The sole arbitrator shall be appointed after recording mutual consent of both the parties. Such appointment shall not be contradictory to the provisions of Arbitration Act, 1940 and of the Rules made thereunder and any statutory modifications thereto.

The venue to arbitration shall be Islamabad-Pakistan and the courts located in Islamabad shall have jurisdiction in the matter.

IV APPENDICE

Appendix A

DESCRIPTION OF SERVICES AND TERMS OF REFERENCE

A-1 Scope of Services

Detailed description of Services is as under:

A-1.1 Detailed construction supervision of Infrastructure Works of Sector G-14/2&3, Islamabad.

- (a) Detailed Supervision of Construction work, monitoring performance of the Contractor(s), conducting lab tests, verification and processing of Contractor's IPCs and Variations Orders to the Employer for payment.
- (b) Continuous design support through construction supervision period.
- (c) Submission of all approved drawings/designs etc. to the Client on completion of the project.

A-1.3 Defects Liability Period.

- (a) Preparation of Punch List of Defective Construction Works.
- (b) Supervision during correction of Defective Construction Works to ensure each & every item of the Punch List is rectified and submission of a report thereof to the Client.
- (c) Recommendation for issuance of Completion Certificate.

A-2 Technical Proposal

The Consultants are required to prepare logical and economical proposals. The Consultants shall prepare / vet the design as per under approval PC-1 in accordance with relevant CDA by-laws, with a view to achieve maximum economy in capital/maintenance cost. The Consultants shall also prepare detailed specifications for the execution of project clearly outlining the material specified in ToR and having satisfactory documented performance characteristics.

A-3 Time Period

Sr. No.	Description	Duration
1.	Detailed construction supervision of Infrastructure Works of Sector G-14/2&3, Islamabad.	24 Months from the date of start of actual supervision of works being carried out at the site by the Contractor.
2.	Defects Liability Period	24 Months

A-4 Experties Required

Consultants shall provide details of all his proposed (Technical & Non-Technical) staff along with their qualifications, vouched salary accounts details for the last one year etc. for design vetting and supervision thereafter.

Consultants shall also provide details of computers, softwares and other equipments intended to be used for the project.

A-5 Site Requirements

A-5.1 Site Office

The Consultants shall maintain his site office during construction supervision. Site office will be provided / constructed by the Contractor engaged for the project.

A-5.2 Transport

The Consultants shall arrange transport at his own for the site use etc.

A-5.3 Site Laboratory

The laboratory shall be constructed, provided and maintained by the Contractor and shall be run by the Consultant. The Consultant shall verify all required laboratory and field tests necessary during entire period of the project.

A-5.4 Payment

No separate payment shall be made for the works involved under the sub-head "Requirements."

A-6 Scope of Design Work and Specifications

Specifications for various types of works as part of Infrastructure Development are as per under approval PC-1s.

A-6.1 Consultant To Get Information From Services Providing Agencies

The Consultants shall himself get information regarding bulk services connections e.g water supply, sewerage, storm water drainage from CDA/IESCO etc.

A-7 Financial Proposal

- i. The financial proposal shall be prepared in line with the general approach suggested below and shall be based on the level of effort and scope of resources required to fulfill the objectives of ToR.
- ii. All forms provided in shall be duly filled in all respect.

- iii. No provision for contingencies, such as work not foreseen shall be works not taken in to account by the Consultant crop up during the currency of the Contract, cost thereof shall be deemed to have been incorporated in the bid.
- iv. Remuneration of the Consultant shall be firm and final and the Consultant shall not claim any escalation for the entire duration of the project which shall be reflected in their financial proposal.

A-8 Bid Security

Bid Security @ 5% of Bid Amount in shape of deposit at call in favor of FGEHF must accompany the Tender application.

A-9 Performance Security

The successful bidder shall furnish to the Client a Performance Security / Guarantee in equal to 10% of Bid amount or 20% Performanced Bond from PACRA / JCR approved AA rating company, failure of which may cause annulment of the award and the Client may proceed further for consideration of next lowest bidder.

Appendix B

REPORTING REQUIREMENTS

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports on 05th of each consecutive calendar month as a result of detailed supervision of the project.

In case of slow pace of work or failure of Contractor to adhere to work plan as agreed with the Client and Consultants, the Consultants shall be jointly responsible and his Performance Security / Guarantee will be cashed along with other penalties unless they have cogent reasons to the satisfaction of the Client.

Sr. No.	Description of Contents of Report	No. of Copies	
		Soft*	Hard**
1.	Monthly Physical and Financial Reports including but not limited to following minimum items (any other relevant report may be asked by the Client if deemed necessary): i. Comparison of actual and planned progress. ii. Anticipated Risks, Delays, Causes of Delays, their financial implications on the project and recommendations for remedies thereof. iii. Resources Utilization. iv. Activity(ies) Expenses, Expenses details and Summary thereof.	01	02
2.	Monthly Reports Pertaining to Utilization of Secured Advance Materials.	01	02
3.	Monthly Reports Pertaining to Recoveries of Advance Payments.	01	02

*Soft copy shall be provided in the form of Signed Compact Disk (CD) in MS Word as well as in Project Tracking Format in MS Project 2007 and above, or Primavera P-6 R8.1, R8.2 or R8.3.

**Hard copy shall be in self explanatory format.

Appendix B-1

COMMUNICATION PROTOCOL OF CONSULTANTS' TEAM WITH FEDERAL GOVERNMENT EMPLOYEES HOUSING FOUNDATION

Following communication protocol shall be adhered to, during the currency of the project:

Sr. No.	Designation of Consultants' Team Member	Counterpart in F.G Employees Housing Foundation	Frequency of Interaction	Method
1.	Project Manager/ Team Leader	Director General (H.F)	Weekly	Meeting
		Director (Technical)	Daily	Site Inspection
2.	Resident Engineer	Deputy Director (Technical)	Daily	-do-
3.	Assistant Resident Engineer/Inspector	Assistant Director (Technical)	Daily	-do-
4.	Inspector / Surveyor	Sub Engineer	Daily	Joint Survey and Vefification of Assignments

In case of failure of the Consultants to observe communication protocol agreed with the Client, the Consultant shall be deemed to have defaulted from his contractual obligations and his Performance Security / Guarantee will be cashed along with other penalties.

Appendix C

KEY PERSONNEL AND SUBCONSULTANTS

C-1 Key personnel. Following staff is subject to change by the Client if deemed necessary. Consultants shall have to submit an original affidavit stating that their proposed staff shall be available for the project. In case of failure of the Consultants to ensure presence of staff at the project site according to deployment plan agreed with the Client, the Consultant shall be deemed to have defaulted from his contractual obligations and his Performance Security / Guarantee will be cashed along with other penalties.

Sr. No.	Designation	Minimum Qualification	Nos.
1	Project Manager	Master in Management or B.E/B.S Civil from a recognized university. Minimum 15 years relevant experience. Minimum 05 years experience in Project Management.	01
2	Contracts Specialist/Engineer	Minimum B.E/B.S Civil degree from recognized university. Minimum 10 years relevant experience.	01
3	Planning Engineer	Minimum B.E/B.S Civil degree from a recognized university. Minimum 10 years relevant experience in planning and construction scheduling etc.	01
4	Infrastructure Engineer	Minimum B.E/B.S Civil degree from a recognized university. Minimum 12 years relevant experience.	01
5	Resident Engineer	Minimum B.E/B.S Civil degree from a recognized university. Minimum 12 years relevant experience. Minimum 05 years experience in construction supervision.	01
6	Assistant Resident Engineer	Minimum B.E/B.S Civil degree from a recognized university. Minimum 10 years relevant experience. Minimum 05 years experience in construction supervision.	02
7	Material Engineer	Minimum B.E/B.S Civil or M.Sc. Geology degree from a recognized university. Minimum 10 years relevant experience in material testing etc.	01
8	Quantity Surveyor	B.Tech Civil from a recognized institute. Minimum 10 years relevant experience in similar projects.	01
9	Assistant Quantity Surveyor	03 years Diploma in Civil from a recognized institute. Minimum 07 years relevant experience in	02

		similar projects.	
10	Site Inspector (Electrical)	Minimum 03 years Diploma in Electrical from a recognized institute. Minimum 10 years relevant experience.	03
11	Site Inspector (Civil)	03 years Diploma in Civil from a recognized institute. Minimum 10 years relevant experience in similar projects.	03
12	Document Controller	Minimum B.A with at least 08 years experience.	01
13	Computer Operator	Minimum B.A and Diploma in computer and at least 08 years experience.	01
14	Lab Tehnician	Diploma in Lab Technician. Minimum 08 years relevant experience.	01
15	Surveyor	Surveying Diploma in Civil. Minimum 10 years relevant experience.	03

C-2 NOT USED.

Appendix D

BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

NOT USED

Appendix E

BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Appendix F

SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

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: **1499.439/- Million approximately.**

Contract Title: **Infrastructure Development Works of Sector G-14/2&3, Islamabad.**

[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:
**Federal Government Employees
Housing Foundation, Islamabad.**

Name of Seller/Supplier:

Signature:
[Seal]

Signature:
[Seal]