Request for Proposal (RFP)

For Detailed Architectural Engineering Designing and Resident Construction Supervision Services

The
University of Haripur
Restoring Hope; Building Community

Subject: **Letter of Invitation (LOI)**

1. The Directorate of Planning & Development, University of Haripur (hereinafter called "Client") now invites proposals for provision of detailed architectural engineering design and resident construction supervision services for the project titled **"Development and Strengthening of Physical and Technological Infrastructure at the University of Haripur".** More details on the services are provided in the Terms of Reference (Section-6).

2. This Request for Proposal (RFP) has been addressed to the following Higher Education Commission prequalified/shortlisted/interested Consultants:

   i.
   ii.
   iii.

3. It is not Permissible to transfer this invitation to any other firm.

4. A consulting firm will be selected under **Quality and Cost Based Selection Method** (Rule 3-B(i) of Procurement of Consultancy Services Regulations, 2010) described in this RFP, in accordance with the Rule 36-b (Single Stage Two Envelop competitive bidding procedure) of PPPA, Public Procurement Rules, 2004.

5. The RFP includes the following documents:

   i. Section 1 - Letter of Invitation
   ii. Section 2 - Instructions to Consultants (including Data Sheet)
   iii. Section 3 - Technical Proposal - Standard Forms
   iv. Section 4 - Financial Proposal - Standard Forms
   v. Section 5 - Terms of Reference
   vi. Section 6 - Standard Forms of Contract

6. Please inform us in writing (a) that you received the Letter of Invitation (LOI); and (b) Whether you will submit a proposal alone or in association upon receipt of this letter at the following address.

   i. Director, Planning & Development, The University of Haripur, Off-Hattar Road, Haripur City, District Haripur. Phone: 0995-615226, Cell No: 0305-5273507, email: salmankhan@uoh.edu.pk

Yours sincerely,

Salman Khan
Director, Planning and Development
The University of Haripur

Instructions to Consultants

Paragraph Reference	
1.1	▪ **Name of the Assignment:** Detailed planning, architectural, engineering designing, and resident construction supervision services (details are provided in ToR). ▪ **Name of the Client:** The University of Haripur, Khyber Pakhtunkhwa-Pakistan ▪ **The Client Representative is: Director, P&D,** Directorate of Planning and Development, The University of Haripur, Off-Hattar Road, Haripur City, District Haripur. Phone: 0995-615226, 0995-612265, Cell No: 0305-5273507, email: salmankhan@uoh.edu.pk ▪ **Pre-Proposal Conference:** A pre-proposal conference will not be held.
1.2	**Method of Selection**: Quality and Cost Based Selection Method (QCBS)
1.3	Financial proposal to be submitted with Technical Proposal for the assignment titled "Development and Strengthening of Physical and Technological Infrastructure at the University of Haripur".
1.4	The Client will provide inputs and facilities to consultants described in para **xi and xii of the ToRs** in Section-5
1.5	▪ **The proposal submission address is**: **Director, P&D,** Directorate of Planning and Development, The University of Haripur, Off-Hattar Road, Haripur City, District Haripur. Phone: 0995-615226, Cell No: 0305-5273507, email: salmankhan@uoh.edu.pk ▪ Proposal must be submitted no later than Dec 24, 2019
9.1	**Proposal Validity:** The proposal validity shall not be more than 90 days after the submission date as decided by the UOH Works Committee.
10.1	**Clarifications:** Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is same as written above for proposal submission.
12	Proposal must be submitted in **English** language.
6	Shortlisted Consultant may associate with other shortlisted Consultants
3.2 (b)	Shortlisted consultants should submit details of 05 major relevant assignment.
3.6 (8)	CVs of consultant technical staff should contain details on 5 major projects completed by the individuals in the past ten years i.e. from 2008 to 2019.
13.2 (vii)	Training is not a specific component of this assignment
15.1	Amounts Payable by the Client to the Consultant under the contract will be subject to all local/Govt. taxation, stamp duty and service charges.
6.3	Consultants to state local cost in the national currency
16.2	Consultant must submit the original and 02 copies of the Technical Proposal, and the original of the Financial Proposal
19.4	In this **Quality and Cost Based Selection (QCBS) Method,** proposals will be ranked through S = St x T% + Sf x P% formula. St means combined technical whereas Sf combined financial (Sf) scores. The weight for both technical and financial proposals shall be 70% and 30%. The consulting firm achieving the highest combined technical and financial score will be invited for negotiations
13.1	**Criteria, sub-criteria and point system for the evaluation of Technical Proposals are:** **A_1. Company Profile** **[100]** i. Number of similar assignments [45] ii. Value of similar assignments [45] iii. Organizational structure [10] **Total=** **A_2. Project Team** **[100]**

Paragraph Reference	
	i. Architect [25] ii. Structural Engineer (civil) [25] iii. Electrical Engineer [25] iv. Resident Engineer (civil) [25] The client (UOH) will have a right to increase or decrease the staff requirement/inputs as per pace of work and decided by the competent authority, UOH. The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant score: 1. Education and qualification [25] 2. Relevant background [70] 3. Time with the firm [5] **Total Score: [100]** **A_3. Approach and Methodology [100]** i. Understanding and innovation [40] ii. Methodology & Work plan [60] **Total Technical Score (St) = A_1x20/100 + A_2x60/100 + A_3x20/100** The minimum technical score St to pass is 70 points.
13.1	**Financial Score Formula:** The formula for determining the financial scores shall be as follow: ***Sf = 100 x Fm/F*** Whereas ***Sf*** is the financial score, ***Fm*** is the lowest price and ***F*** the price of the proposal under consideration.
20.1	**Expected date and address for contract negotiations:**
1.6	**Expected date for commencement of consulting services:** To be communicated shortly following signing of contract/agreement with consultants.

Section-2 Instructions to Consultants

[This Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Client, shall be introduced only through the Data Sheet (e.g., by adding new reference Paragraphs)]

1. Definitions

a) **"Client"** means the department with which the selected Consultant signs the Contract for the Services.

b) **"Consultant"** means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals

c) **"Contract"** means an agreement enforceable by law and includes General and Special Conditions of the contract.

d) **"Data Sheet"** means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.

e) **"Day"** means calendar day including holiday.

f) **"Government"** means the Government of Khyber Pakhtunkhwa and all its associated department, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.

g) **"Instructions to Consultants"** (Section 2 of the RFP) means the document which provides shortlisted consultants with all information needed to prepare their proposals.

h) **"LOI"** (Section 1 of the RFP) means the Letter of Invitation sent by the Client to the Consultant.

i) **"Personnel"** means qualified persons provided by the consultant and assigned to perform the services or any part thereof

j) **"Proposal**" means the Technical Proposal and the Financial Proposal.

k) **"QBS"** means Quality Based Selection

l) **"RFP"** means the Request for Proposal prepared by the Client for the selection of Consultants.

m) **"Services"** means the work to be performed by the Consultant pursuant to the Agreement.

n) **"SRFP"** means the Standard Request for Proposals, which must be used by the Client as guide for the preparation of the RFP.

o) **"SSS"** means Single Source Selection

p) **"Standard Electronic Means"** include facsimile and email transmissions

q) **"Terms of Reference" (TOR)** means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and exacted results and deliverables of the assignment.

2. Introduction

2.1 The Client (The University of Haripur) will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet

2.2 The HEC pre-qualified consulting firms in the category-1 (as per letter No.(43)/HEC/P&D/DGS/2016 dated August 8, 2019) are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants may liaise with Client's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 The Client may provide facilities and inputs as specified in Data Sheet

3. Conflict of Interest

3.1 Consultant are required to provide professional, objective, and impartial advice and holding the Client's interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

3.2.1. Conflicting Activities: A consultant that has been engaged by the Client to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

3.2.2. Conflicting Assignment: A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.

3.2.3. Conflicting Relationship A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of;

(i) the preparation of the Terms of Reference of the assignment,

(ii) the selection process for such assignment, or

(iii) Supervision of the agreement/contract may not be awarded, unless the conflict stemming from relationship has been resolved in a manner acceptable to Khyber Pakhtunkhwa Government throughout the selection process and execution of the contract/agreement.

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

i. They are on leave of absence without Pay;

ii. They are not being hired by the Entity they were working for six months prior to going on leave; and

iii. Their employment would not give rise to any conflict of interest

4. Fraud and Integrity Pact

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Client follows the instructions contained Rule 19 of Public Procurement Rules, 2004 of PPRA which defines:

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

Under Rule 44 of KPPR 2014, "The procuring agencies shall specify a mechanism and manner to permanently or temporarily bar, from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority: Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard.

Pursuant to **section 7 of Public Procurement Rules, 2004** of PPRA Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A)

5. Eligible Consultant

5.1. All consulting firms being pre-qualified/shortlisted by Higher Education Commission (HEC) in category-1 (as per letter No.(43)/HEC/P&D/DGS/2016 dated August 8, 2019) are eligible

6. Eligibility of Sub Consultants

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

7. Only One Proposal

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

8. Proposal Validity

8.1. The Data Sheet indicates proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of professional staff nominated in the proposal.

8.2. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals.

8.3. Consultants who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal, or in their confirmation of extension of validity of the proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their proposals.

9. Clarification and Amendment in RFP Document

9.1 Consultants may request for a clarification of contents of the bidding document in writing, and Client shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The Client shall

communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so.

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

10. Preparation of Proposals

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

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

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

10.4 Technical Proposal Format and Content

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

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

ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.

iii. It is desirable that the majority of the key professional staff proposed be *permanent employees* of the firm or have an extended and stable working relationship with it.

iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

10.4.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

i. A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iii. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

iv. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last (Client may give number of years as per their requirement) years.

v. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

vi. A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3D).

vii. Any additional information requested in the Data Sheet.

10.4.3. The Technical Proposal shall not include any financial information.

10.5 Financial Proposal

10.5.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including

a) remuneration for staff (in the field and at the Consultants' office), and

b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items

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

10.5.3. **Consultant should express the price of their services in Pakistan Rupees.** Price in other currencies should be converted to Pakistan Rupees using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the Data Sheet

10.5.4. Submission, Receipt, and Opening of Proposals

10.5.4.1. Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

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

10.5.4.3. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet)shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by name of the assignment, and with a warning “Do Not Open With The Technical Proposal ” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

10.6 Proposal Evaluation

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

10.6.2 **Evaluation of Technical Proposals**

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

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

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

iii. Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned un-opened.

10.6.3 Evaluation of Financial Proposals

i. Financial Proposals shall be opened publicly in the presence of the Consultants’ representatives who choose to attend.

ii. The name of the Consultants and the technical scores of the Consultants shall be read aloud.

iii. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened.

iv. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants

v. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above

corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

vi. In case of **Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet.

vii. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

10.7 Negotiations

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

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

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

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

10.8 Award of Contract

10.8.1 After completing negotiations, the Client shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued.

10.8.2 Client shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.

10.8.3 After publishing of award of contract consultant required to submit a Performance Security at the rate indicated in date sheet.

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

10.9 Confidentiality

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

Data Sheet

1.1	Name of the Assignment is: The Name of the Client official (s): Salman Khan, Director, P&D **Address:** Director, Planning & Development, The University of Haripur, Off-Hattar Road, Haripur City, District Haripur. **Telephone**:: 0995-615226, 0995-6122265 Cell No: 0305-5273507, Facsimile: E-mail email: salmankhan@uoh.edu.pk
1.2	The method of selection is: The Edition of the Guidelines is:
1.3	Financial Proposal to be submitted together with Technical Proposal: Yes
1.4	**The Client will provide the following inputs and facilities:** The Client will provide inputs and facilities to consultants described in para xi and xii of the ToRs in Section-5
1.5	**The Proposal submission address is:** Director, Planning & Development, The University of Haripur, Off-Hattar Road, Haripur City, District Haripur Phone: 0995-615226, Cell No: 0305-5273507, email: salmankhan@uoh.edu.pk
	Proposals must be submitted no later than the following date and time:
1.6	Expected date for commencement of consulting services *[Insert date]*
	at: *[Insert location]*
1.7	Proposals validity shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
1.8	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: Same as above
	Facsimile: E-mail:
1.9	The Proposal as well as all related correspondence exchanged by the Consultants and the Client shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
1.10	Shortlisted Consultants may associate with other shortlisted Consultants: Yes/No
1.12	The format of the Technical Proposal to be submitted is: FTP , or STP *[check the applicable format]*
1.13	Training is a specific component of this assignment: **Yes/No**

1.14	*[List the applicable Reimbursable expenses in foreign and in local currency. sample list is provided below for guidance: items that are not applicable* *Should be deleted, others may be added. If the PE wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this Section]* (1) a Per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) Cost of such further items required for purposes of the Services not covered in the foregoing.
1.15	Amounts Payable by the Client to the Consultant under the contract be subject to applicable local/national taxation, stamp duty and service charges.
1.16	Consultants to state local cost in the national currency (in case of ICB only): Yes
1.18	Consultant must submit the original and **02 copies of the Technical Proposal, and the original of the Financial Proposal.**
1.19	**Technical and Financial Proposal Evaluation Criteria** In this Quality and Cost Based Selection (QCBS) Method, proposals will be ranked through S = St x T% + Sf x P% formula. St means combined technical whereas Sf combined financial (Sf) scores. The weight for both technical and financial proposals shall be 70% and 30%. The consulting firm achieving the highest combined technical and financial score will be invited for negotiations. **Criteria, sub-criteria and point system for the evaluation of Technical Proposals are:** **A_1. Company Profile [100]** iv. Number of similar assignments [45] v. Value of similar assignments [45] vi. Organizational structure [10] **Total=** **A_2. Project Team [100]** v. Architect [25] vi. Structural Engineer (civil) [25] vii. Electrical Engineer [25] viii. Resident Engineer (civil) [25] The client (UOH) will have a right to increase or decrease the staff requirement/inputs as per pace of work and decided by the competent authority, UOH.

	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant score: 4. Education and qualification [25] 5. Relevant background [70] 6. Time with the firm [5] **Total Score: [100]** **A_3. Approach and Methodology [100]** iii. Understanding and innovation [40] iv. Methodology & Work plan [60] **Total Technical Score (St) = A_1x20/100 + A_2x60/100 + A_3x20/100** The minimum technical score St to pass is 70 points. **Finanacial Evaluation of the Proposal** **Financial Score Formula:** The formula for determining the financial scores shall be as follow: ***Sf = 100 x Fm/F*** Whereas ***Sf*** is the financial score, ***Fm*** is the lowest price and ***F*** the price of the proposal under consideration.
1.20	Expected date and address for contract negotiations:
1.21	Expected date for commencement of Consulting Services
1.22	Successful consultant is required to submit Performance Security in form of Pay order, demand draft or bank guarantee not more than 10% of the contract amount).
1.23	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.

Section-3 TECHNICAL PROPOSAL-STANDARD FORMS

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

Form TECH-1.Technical Proposal Submission Form…..……	16
Form TECH-2. Consultant's Organization and Experience…..……..	17
A-Consultant's Organization……	17
B- Consultant's Experience……..	18
Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PE……..	19
A - On the Terms of Reference……	19
B - On Counterpart Staff and Facilities……	20
Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment ……	21
Form TECH-5. Team Composition and Task Assignments……..……	22
Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff……	23
Form TECH-7. Staffing Schedule[1]……..	
Form TECH-8. Work Schedule……	

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date]* To: *[Name and address of Client*]

Dear Sirs:

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In *full and initials] '.* _____

Name and Title of Signatory: _____

Name of Firm: _____ Address:

Form TECH-2. Consultant's Organization and Experience

A - Consultant's Organization

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

B - *Consultant's Experience*

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20Pages.]

Assignment name:	**Approx. value of the contract (in current US$ or Euro):**
Country: **Location within country:**	**Duration of assignment (months):**
Name of PE:	**Total No of staff-months of the assignment:**
Address:	**Approx. value of the services provided by your firm under the contract (in current US$ or Euro):**
Start date (month/year): Completion date (month/year):	**No of professional staff-months provided by associated Consultants:**
Name of associated Consultants, if any:	**Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project** **Director/Coordinator, Team Leader):**
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A *- On the Terms of Reference*

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

B - On Counterpart Staff and Facilities

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

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

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

a) *Technical Approach and Methodology,*

b) *Work Plan, and*

c) *Organization and Staffing,*

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

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

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

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	**Firm**	**Area of Expertise**	**Position Assigned**	**Task Assigned**

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position *[only one candidate shall be nominated for each position]***:** _____ _____
2. Name of Firm *[Insert name of firm proposing the staff]:* _____ _____

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

4. Date of Birth_____ Nationality**:** _____
5. _____
6. Education

Degree	Major/Minor	Institution	Date (MM/YYYY)

7. Membership of Professional Associations**:** _____
8. Other Training [Indicate significant training since degrees under 6- Education were obtained]**:**

_____

_____

8. Countries of Work Experience**:** *[List countries where staff has worked in the last ten years]***:**
9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*:
10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.* **]:**

Employer	Position	From (MM/YYYY)	To (MM/YYYY)

11. Detailed Tasks Assigned (*[List all tasks to be Performed under this assignment*]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned *[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

1. Name of assignment or project and Location:_____ **Cost of Project**_____

Start Date_____ Completion Date_____

Actual time spent on the project_____

Client_____

Main project features_____

Position held_____

Activities performed_____

2. Name of assignment or project and Location:_____**Cost of Project**_____

Start Date_____ Completion Date_____

Actual time spent on the project_____

Client_____

Main project features_____

Position held_____

Activities performed_____

Unroll the project details group and continue numbering as many times as possible.

13. Certification

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

_____ Date:_____

(Signature of staff member or authorized representative of the staff) (day/month/year)

Full Name of Authorized Representative

FARM TECH-7. STAFFING SCHEDULE[1]

Full time
Part time

Year: _____

N°	Name of Staff	Staff input (in the form of a bar chart)[2]												Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field[3]	Total
Foreign																
1		[*Home*] [*Field*]														
2																
3																
n																
											Subtotal					
Local																
1		[*Home*] [*Field*]														
2																
n																
											Subtotal					
											Total					

For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year: _____

N°	Activity[1]	Months[2]											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

Section-4 FINANCIAL PROPOSAL-STANDARD FORMS

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

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

Form FIN-1.	Financial Proposal Submission Form…….	28
Form FIN-2.	Summary of Costs…….	29
Form FIN-3.	Breakdown of Costs by Activity[1]…….....	30
Form FIN-4.	Breakdown of Remuneration[1]…….	31-32
Form FIN-5	Breakdown of Reimbursable Expenses[1]……..	33
Appendix	Financial Negotiations-Breakdown of Remuneration Rates..……	35

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date]*

To: *[Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures*[1] [2]*].*

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. before the date indicated in the Data Sheet.

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

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

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

We remain,

Yours sincerely,

Authorized Signature [In *full and initials] '.* _____

Name and Title of Signatory: _____

Name of Firm: _____

Address' _____

[1] **Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.**

[2] **If applicable, replace this Paragraph with: "No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution."**

FORM FIN-2 SUMMARY OF COST

Item	Cost	
	[Indicate Foreign Currency#1][1]	Pak Rupees
Total Cost of Financial Proposal[2]		

[1]Indicates between brackets the name of the foreign currency

[2]Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant subtotals indicated in all Forms FIN-3 provided with the proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase)[2]	Description	
Cost Component	[Indicate Foreign Currency#1][4]	Pak Rupees
Remenuration[5]		
Reimbursable Expenses[5]		
Subtotals		

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

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency.

5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the time based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____					
Name[2]	**Position**[3]	**Staff-month Rate**[4]	**Input**[5] (Staff-months)	[*Indicate Foreign Currency # 1*][6]	Pak Rupees
Foreign Staff					
		[*Home*] [*Field*]			
Local Staff					
		[*Home*] [*Field*]			
			Total Costs		

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
4 Indicate separately staff-month rate and currency for home and field work.
5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
6 Indicate between brackets the name of the foreign currency. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional Services requested by the Client).

Name[2]	Position[3]	Staff-month Rate[4]
Local Staff		
		[*Home*] [*Field*]
Foreign Staff		
		[*Home*] [*Field*]

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES[1]

(This Form FIN-5 shall only be used when it is indicated in Reference of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):_____

N°	Description[2]	Unit	Unit Cost[3]	Quantity	[*Indicate Foreign Currency #* **3**]	[*Indicate Local Currency*][4]
	Per diem allowances	**Day**				
	International flights[5]	**Trip**				
	Miscellaneous travel expenses	**Trip**				
	Communication costs between *[Insert place]* **and** *[Insert place]*					
	Drafting, reproduction of reports					
	Equipment, instruments, materials, supplies, etc.					
	Shipment of Personal effects	**Trip**				
	Use of computers, software					
	Laboratory tests.					
	Subcontracts					
	Local transportation costs					
	Office rent, clerical assistance					
	Training of the PE's Personnel [6]					
			Total Costs			

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
3 Indicate unit cost and currency.
4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN- 2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
5 Indicate route of each flight, and if the trip is one- or two-ways.
6 Only if the training is a major component of the assignment, defined as such in the TOR.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)

N°	Description[1]	Unit	Unit Cost[2]
	Per diem allowances	Day	
	International flights	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between *[Insertplace]* and *[Insertplace]*		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of Personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	office rent, clerical assistance		
	Training of the PE's Personnel [4]		

1 **Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.**
2 **Indicate unit cost and currency.**
3 **Indicate route of each flight, and if the trip is one- or two-ways.**
4 **Only if the training is a major component of the assignment, defined as such in the TOR.**

APPENDIX. Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance Paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form Part of the negotiated contract.

1.2 The PE is charged with the custody of funds from Government of Khyber Pakhtunkhwa and is exacted to exercise prudence in the expenditure of these funds. The PE is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below. S

i **Salary**

This is the gross regular cash salary Paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

ii **Social Costs**

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia,* social security including Pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. in this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

iii Cost of Leave

iv The principles of calculating the cost of total days leave Per annum as a Percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^{1} = \frac{total\ days\ leave\ x\ 100}{[365\ -\ w\ -\ ph\ -\ v\ -\ s]}$$

[1]Where *w* = weekends, *ph* = public holidays, *v* = vacation, and s = sick leave.

It is important to note that leave can be considered a social cost only if the PE is not charged for the leave taken.

ix. Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (Partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items

making up the overheads and the Percentage by which each relates to basic salary. The PE does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not Permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly Payments charged for subcontracted staff.

x. Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses Paid on a regular basis are listed, a corresponding reduction in the profit element shall be exacted. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that Payments shall be made against an agreed estimated Payment schedule as described in the draft form of the contract.

xi. Away from Headquarters Allowance or Premium

Some Consultants Pay allowances to staff working away from headquarters. Such allowances are calculated as a Percentage of salary and shall not draw overheads or profit.

xii. Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is Payable for dependents—the subsistence rate shall be the same for married and single team members.

Standard rates for the Particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expense's

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Client Guarantee

6.1. Payments to the firm, including Payment of any advance based on cash flow projections covered by a Client guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular Payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm: Country:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) The basic salaries indicated in the attached table are taken from the firm's Payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;

(b) Attached are true copies of the latest salary slips of the staff members listed;

(c) The away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) The factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) Said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency])*

Personnel		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Name	**Position**	**Basic Salary Per Working Month/Day/Year**	**Social Charges[1]**	**Overhead[1]**	**Subtotal**	**Fee[2]**	**Away from Headquarters' Allowance**	**Proposed Fixed Rate Per Working Month/Day/Hour**	**Proposed Fixed Rate Per Working Month/Day/Hour[1]**
Home Office									
Field									

1. Expressed as Percentage of 1
2. Expressed as Percentage of 4

1. BRIEF BACKGROUND & INTRODUCTION OF THE PROJECT:

The University of Haripur emerged as independent Public Sector University on the higher education landscape of Pakistan in July, 2012. Since then till date UOH made significant progress in diverse sphere of academic, research and administrative spheres. The capacity of existing physical infrastructure hardly meet the needs of present student population whereas acute shortage of basic student academic, research and residential was felt on the basis of urgency to cope up with present and future growth of UOH. In this regards PC-I amounting to Rs. 1546.960 million submitted has been approved in Federal PSDP 2019-20. The details of various buildings to be constructed under the PC-I have been elaborated in this section. The University of Haripur (Client) intends to hire Engineering Consultancy Firms having significant experience for detailed Designing and Construction Supervision of Civil Works and Tender Documents.

2. Objectives

i. Detailed architectural engineering designing and resident construction supervision

ii. Physical verification of construction work of project.

iii. An assessment of overall contract compliance.

iv. Implementation of time line and cost.

v. Evaluation of huge public investment and expenditure on Project for better utilization of money so invested has its earned value impact on social uplift of ultimate user.

3. NEED AND SCOPE OF SERVICES

The present project is aimed at developing the following facilities which will be constructed and developed in a period of 3 years:

a) Academic Block-1
b) Academic Block-2
c) Central Library
d) Male Student Hostel
e) Female Student Hostel
f) Faculty Staff Hostel
g) Student Teacher Centre
h) Gymnasium
i) Vice Chancellor Residence
j) Overhead tank
k) 1.5 km Road
l) External Development

The Consultant will engage an experienced team to work for the Project. The Consultant's requirement will be in the field of architectural, engineering design and resident supervision for Construction as 'The Engineer'. Selection of Consultants shall be according to Quality and Cost Base **Quality and Cost Based Selection Method** (Rule 3-B(i) of Procurement of Consultancy Services Regulations, 2010) described in this RFP, in accordance with the Rule 36-b (Single Stage Two Envelop competitive bidding procedure) of PPPA, Public Procurement Rules, 2004.

4. TERMS OF REFERENCE (TOR)

A brief account of the Terms of References is as under:

4.1. Detailed Architectural Engineering Design and Resident Supervision for Construction

The task will involve detailed design and resident supervision. The Consultants will be responsible for design, pre-qualification of contractors, procurement, contract administration assistance and resident supervision for construction of works identified. The Consultants shall perform the duties as 'The

Engineer' in regard to this work. The general scope of work required from the Consultant will include but not be limited to:

I) Finalize the conceptual design for building works, detailed engineering design, construction drawings, bills of quantities, technical specifications and tender documents for all aspects of each contract package;

II) Undertake full management of the tendering of each package, including prequalification of contractors, invitations to bid, pre-bid meeting, bid evaluation and recommendation for award;

III) Supervise civil works construction assuming the role of consultants/ 'the Engineer" and undertaking all tasks as defined under the agreements;

IV) Prepare working drawings during the construction period to facilitate timely completion of the civil works;

V) Certify all Interim Payment Certificates (IPC) and the Final Bill for settlement of the contractor's account.

VI) Evaluate and recommend the Extension of Time (EOT) in the completion period required (if any) by the Contractor.

VII) Evaluate the Appropriation Request and Process the Variation Orders required for Completion of Works.

VIII) Maintain detailed financial accounts and other project records and prepare other documentation as may be required by the Client.

I) Preparation of Project Implementation Report.

II) Monitoring the progress of works and submission to client on the approved format

4.2. Project Work

S.No	Name of Work/Building	Area (sq.ft)	Remarks
1	Academic Block-1	76,365	
2	Academic Block-2	74,143	
3	Central Library	15,335	
4	Male Student Hostel	38,425	
5	Female Student Hostel	38,425	
6	Faculty Hostel	38,737	
7	Student Teacher Centre	14,846	
8	Gymnasium	11,602	
9	Vice Chancellor Residence	2,840	
Total Ares (Sq.ft)		**310,718**	
10	1.5 km Road/foot paths development		
11	Overhead Tank		Storage capacity of 50,000 gallons of water

4.3. SCOPE & RESPONSIBILITIES OF CONSULTANTS SERVICES

4.3.1. General

The principal purpose of acquiring the consultancy services is to ensure that the project is constructed with a high standard of workmanship and high quality of materials within the scheduled contract times and in conformity with the approved drawings and specifications, acceptable environmental standards and in accordance with the client's requirements and scope of work.

The Consultants would provide the consultancy services under the control of Project Coordinator by providing technical guidance in the form of Consultants/ The Engineer. They would be required to

produce designs for all type of structures and buildings as per latest technical standards and specifications. The Consultants will also be responsible for resident supervision of civil works to ensure correct specification of materials and execution of works as per design. Consultants will exercise care and diligence, accuracy and completeness, economy and professional skill.

4.3.2. Detailed Duties of Consultants are Stated as Under:

i. Detailed Design & Tender Documentation

Under these items of work, Consultants will be required to perform the following functions:

1. Prepare detailed design and tender drawings for civil works.
2. Prepare detailed cost estimates based on prevailing/ latest Market Rates System (MRS) for scheduled item and duly supported with rate analysis for items not available on the web site (non MRS items).
3. Prepare Tender Documents including:

3.1.1. Conditions of Contract

a) Invitation of Bids.

b) Instructions to Bidders.

c) Bid Data Sheets.

d) Pre-qualification Criteria.

e) Evaluation Procedure.

f) General Conditions of Contract

g) Conditions of Particular Application & Specifications

h) Special Provisions

3.1.2. Drawings

3.1.3. B.O.Q.

3.1.4. Technical Specifications for Materials & Works

Deliverables of this item of work will be as under:

a. Detailed design for all items of works

b. Detailed tender drawings

c. Detailed cost estimates (Engineer's Estimate)

d. Complete set of Tender Documents

ii. **Tender Invitation & Award of Contract**

Under this item of work the Consultant will be required to perform the following functions:

i. Assist the client in pre-qualification of suitable contracting firms including preparation of Pre-Qualification (PQ) Documents

ii. Assist the client in issuing of tender notices to invite bids on the basis of local competitive bidding (LCB) and pre-bid meetings with potential bidders.

iii. Assist and advise the client in bid evaluation and prepare recommendations for award of contract to the bidder most advantageous to the client.

Deliverables of this item of work will be as under:

i. Develop the Pre-qualification Documents and assist the client in evaluation of offers for pre-qualification

ii. Participate in the Pre-bid meetings and preparation of Addendums to the Tender Documents

iii. Bid Evaluation Reports with recommendations

iii. Detailed Design & Construction Drawings

Under this item, the Consultant will be required to prepare and submit detailed design and construction drawings for all components of works of the project. Such construction drawings / documents may inter-alia comprise:

i. Detailed Architectural and Engineering (Structural, Electrical, Public Health Engineering) design and drawings
ii. Detailed (specifications) of any specialized equipments and design of any other works which may be required for the project.
iii. Prepare any amended/modified designs and drawings as may be necessary during execution of works at the site

Deliverables of this item of work will be complete set of working drawings & details for above items:

General

i. Review and recommend all designs, drawings sketches, proposed by the contractors, if any, under the terms of the Contract Agreement.
ii. The Consultants shall during the construction period maintain a record of changes/ amendments to the Construction Drawings. Also review "As-Built Drawings" prepared by the contractor to be included in the completion report of the project.

iv. Resident Supervision of Construction Work as 'Engineer's Representative'

The services required from the Consultants staff will include but not be limited to:

1. The Consultants shall be responsible to check all surveys and benchmarks established by the contractors at each site of work and ensure accuracy of surveys and temporary benchmarks with reference to the permanent bench marks established/provided by Client before start of work.
2. Check the quality of material brought by the contractors at the site of work to ensure that it corresponds to the required specifications/quality.
3. Supervise the works under execution by the contractor with respect to quality and quantity as per specifications laid down in the contracts and point out defects/deficiencies if any for their timely correction.
4. Review contractor's day-to-day progress of work, prepare and submit to the Project Coordinator on the Monthly Progress Reports (physical and financial), and ensure implementation of site safety standards.
5. Advise, manage and supervise/ check required tests and surveys including joint inspections with the client, of under construction works and maintain systematic record of these activities/tests.
6. The Consultants will assist the client to administer the construction contracts, in order to make engineering decisions and watch that all clauses of the Contract Agreement between the client and the contractor are respected.
7. The Consultants will regularly evaluate the contractor's resource requirements regarding construction machinery, manpower, materials, office/site staff establishment and laboratory facilities to ensure their compliance with respect to the approved construction schedule.
8. The Consultants shall provide general guidance, furnish timely assistance to the contractor in all matters relating to the execution of works and facilitate the contractor by providing necessary details of minor design changes as and when required during construction of the project.
9. The Consultants will keep a record of the Running / Interim Payment Certificates & certify the quantities of work done for progressive payments based on the approved/tendered rates and final payment to the contractor.
10. Prepare Variation Orders, if necessitated, under the provisions of Construction Contracts and submit to the Client for approval.
11. Assist the client in processing the claims of the contractors, if any, as per procedures laid down in the Contract Documents.
12. Update cost of contract work on quarterly basis.
13. The Consultants will, under intimation to the client, give notice to the contractor of any defects and deficiencies and if required, recommend to the client suspension of the work(s), ensure removal and substitution of improper works, and recommend any additional appropriate actions against the contractor to the client under construction contract.

14. The Consultants will assist the client in settling disputes (if any) with the contractor and make recommendations to the client for resolving the contractor's claims regarding time extensions and additional costs.
15. The Consultants will provide the client with complete records, reports and review "As built" drawings & plans prepared by the contractor and provide a Final Completion Report testifying to the satisfactory completion of the works including the measurement of final quantities and certified final payment due to the contractor.
16. Inspect the completed works prior to start of the defect liability period, prepare punch list and suggest remedial works.
17. The Consultants shall assist the client for taking any of the following actions pursuant to the construction contract.
    i. Consenting Sub-contracting of any part of the works
    ii. Determining / certifying additional cost
    iii. Suspension of works
    iv. Determining reasonability for extension in time limit.
    v. Issuing a substantial completion certificate
    vi. Issuing a variation order
    vii. Revision / fixing rates or prices

V. Staffing Requirements for Resident Supervision and their Responsibilities

The Project Coordinator, shall administrate the Civil Work Contracts. The consultants will help the University Works Committee (UWC) in decision making and shall be responsible for the quality and quantity control as per agreed laid down Standards/ Specifications. Resident Supervision shall be provided for all activities throughout the construction period without break through qualified & experienced supervisory staff that shall perform their duties with due diligence and efficiency. Following minimum supervisory staff will be employed at site by the consultant having qualifications and experience as given bellow:

S#	Description	No.	Qualification/Experience
1	Resident Engineer	01	BSc. Civil Engineering with 07 years' experience in Building and External Works
2	Assistant Resident Engineer	01	BSc. Civil Engineering with 05 years' experience in Building and External Works
3	Site Supervisor (civil)	02	Three year Associate Diploma in Civil Engineering with 05 years' experience in Building and External Works
4	Site Supervisor (E/M)	01	Three year Associate Diploma in Electrical/Engineering with 05 years' experience in E/M Works
5	Quantity Surveyor	02	Three year Associate Diploma in Civil Engineering with 05 years' experience in Building and External Works

The Client will have a right to reduce the proposed staff keeping in view the pace of work/ funding position. The consultant shall perform the duties of "Engineer's Representative/ Client Representative" as per agreement with the contractor including supervision of construction to ensure the compliance with the conditions of the contract. The consultant shall maintain detailed record of the contractor's deployed resources (establishment, equipment and materials) which shall be reported in the monthly progress reports.

vi. TIME SCHEDULE

The detail design and award of contract for different works is to be completed in 06 months whereas construction supervision period will 24 months which will start from start of construction works.

vii. PERFORMANCE MONITORING & REPORTING

i. Establish a baseline reporting format in consultation with the client for monitoring the project performance.
ii. Establish a proper system for recording data and statistics for such monitoring.

iii. The Consultants shall co-ordinate with the contractor in preparing a comprehensive document which clearly and accurately describes the total verified work done and payment due to the contractor, in order to process interim certificates for payment to the contractor on the basis of measured / verified work items and certify the completion of works or parts thereof.

iv. The Consultants shall make presentations to Vice Chancellor/University Works Committee / Project Coordinator on digitized / multimedia systems and progress reports on computer based techniques (earned/planned values) to be displayed in meetings & conferences.

v. The Consultants shall prepare the following reports & submit to the client.

1. **Inception Report**

   The Consultants shall submit an Inception Report to the client within 08 weeks of the commencement of their respective services. The Report will include the Consultants detailed work program.

2. **Monthly Report**

   Monthly reports are to include works accomplished, status of payments made, claims for cost or time extensions, changes in scope, variation orders, graphical representation of progress against approved program, charts of physical progress for major items, relevant photographs, detail of impediments to the works, actions required by the client and also giving recommendations on how these problems could be overcome. At the initial instance, draft contents of such report be prepared and got approved from the client.

3. **Quarterly & Periodic Report**

   The Consultants will prepare a comprehensive report summarizing all activities under the services at the end of each quarter. Such reports shall summarize not only the progress of the contracts including all variations and change orders, the status and brief description of the contractor's claims (if any), technical & contractual problems being encountered and other relevant information. At the initial instance, draft contents of such report be prepared and got approved from the client.

4. **Technical Reports & Position Papers**

   The Consultants will produce necessary Technical Reports and Position Papers dealing with technical matters arising during the life-cycle of the project.

5. **Design Report**

   Details of typical designs of each category of structure will be provided and got vetted by Project Coordinator/University Works Committee. This design for all other structure of the same category and Design Report will thus comprise the typical designs of structures/ facilities.

6. **Final Completion Report**

   The Consultants will prepare a comprehensive Final Completion Report once the project reaches the stage of substantial completion. The report must be submitted (in appropriate number) immediately after "taking over" of the completed works by the client and shall include the key information, but not limited to the following:

   a. Brief History
   b. Summarize the method of construction "as-built" record showing the location & details of all works carried out.
   c. The construction management performed
   d. Recommendations for future projects of similar nature to be undertaken by the client
   e. Project Archives
   f. Lessons learnt

viii. PC-IV Proforma

The Consultants will prepare PC-IV Proforma on completion of the project works. The latest prescribed format for the Proforma will be used.

ix. Inventory of Works

The Consultants will provide the Client a complete inventory of works / structures completed/ T&P used in the project in the Final Completion Report.

X. Monitoring Of Consultants' Performance by the Client

The client is responsible for supervising the Consultant's performance and ensuring that the consultants carry out the assignment in accordance with the contract. The Client will also monitor the Consultant's performance as necessary to satisfy itself that it is being carried out

xi. Logistics Offices, Equipment and Supplies

Equipment, vehicles, computers, instruments, furniture, accommodation and utilities required by the Consultants under the consultancy services will be arranged by them out of the consultancy cost.

xii. Facilities from The Client

The client will facilitate the Consultants to obtain master plan, architectural design, infrastructure development plans, all reports, maps, data, or any other information, available with the Client which are needed by the Consultants to carry out the task. The client will also provide the Consultants with all permissions, approvals or other things needed by the Consultants for the project relevant to project needs.

xiii. Financial Bid

Financial Bid will only be entertained if accompanied by 2% of the quoted bid.

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

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

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

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

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

For and on behalf of

_____

Witness

(CLIENT)

Signatures_____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

_____

Witness

(CONSULTANTS)

Signatures_____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorised Representatives

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

1.7 Taxes and Duties

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

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is

specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

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

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

2.7 Force Majeure

2.7.1 Definition

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

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

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

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being

notified or within any further period as the Client may have subsequently approved in writing;

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

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

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

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

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

2.9.2 By the Consultants

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

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

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

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

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

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

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

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

The 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

---

1.1 Definitions

(p) "Project" means .....

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

_____
_____
_____
Telephone : _____
Facsimile : _____
E.Mail : _____

For the Consultants:

_____ (Name of Project Manager)
_____ (Project)
_____ (Address)
_____
_____
Telephone : _____
Facsimile : _____
E.Mail : _____

1.7 Taxes and Duties

[Note: To be included in this Sub-Clause as agreed with the Client.]

[All notes should be deleted in final text. All blanks should be filled in.]

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 should be deleted.]*

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and the amount of advance payment due upon signing of the Contract is received by the Consultants.

2.2 Termination of Contract for Failure to Become Effective

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

[Note: Fill in the time period e.g one hundred twenty (120) days.]

2.3 Commencement of Services

The Consultants shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be ---------- days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before ..... 20...

"Completion of Services" means.....
.....
.....

3.5 Insurance to be Taken out by the Consultants

The risks and the coverages shall be as follows:

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

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

i) 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.

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

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

5.1.1 Assistance

(a) The Client shall make available within ..... days from the Commencement Date, the documents namely
.....
.....

This list if warranted shall be supplemented subsequently.

(e) Other assistance and exemptions to be provided by the Client are.....
.....

5.1.2 Coordination

(a) The departments and agencies include .....
.....
.....

5.1.3 Approvals

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

6.1 Lump Sum Remuneration

[Note: In case there are other expenditures in respect of which reimbursement is allowed in addition to the lump sum remuneration, details of such reimbursable direct costs expenditure which may include Subconsultants' costs, printing, communications, travel, accommodation etc., may be indicated herein. Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.]

6.2 Contract Price

(a) The amount in foreign currency is .....
The amount in local currency is Pakistani Rupees.....

(b) The break up of foreign and local currencies shall be as under:

- For Planning and Designing, total foreign currency comprising ..... (Name the currency/currencies) is ..... and total Pak Rs. is .....

- For Construction supervision, total foreign currency comprising.....(Name the currency/currencies) is..... and total Pak Rs. is .....

6.3 Terms and Conditions of Payment

[Note: Terms and Conditions of Payment provided below is meant for sample reference. This should be edited on case to case basis as per scope of work of the engineering consultancy services of the specific project.]

For Planning and Design

A lump sum amount in foreign and local currencies against Planning and Design referred under SC 6.2 shall be paid to the Consultants for the Services to be completed within the period specified in SC 2.4.

Payments shall be made according to the following schedule:

(a)	*Advance Payment upon singing of Contract Agreement*	*@ 15% = Rs.-----*
(b)	*Upon submission of Inception Report*	*@ 10% = Rs.-----*
(c)	*Upon submission of Detailed Design Report*	*@ 40% = Rs.-----*
(d)	*Upon submission of Draft Bidding Documents*	*@ 25% = Rs.-----*
(e)	*Upon submission of Final Bidding Documents*	*@ 5% = Rs.-----*
(f)	*Upon submission of Bid Evaluation Report*	*@ 5% = Rs.-----*
	Total	*100% = Rs.------*

For Construction Supervision

(a) A lump sum amount in foreign and local currencies referred under SC 6.2 against Construction Supervision shall be paid to the Consultants for the Services to be completed within a period specified in SC 2.4.

(b) Payment shall be made according to the following schedule:

(i) An advance payment of ....% of foreign currency and ....% of local currency, shall be made within .....( ) days of signing of the Contract Agreement. The advance payment will be set off by the Client in .....(give numbers) equal installments against the statements until the advance payment has been fully set off. First installment for the set off shall be made....

(ii) An amount of Rs.....(amount in words) shall be paid per month for ..... months. In case the Services are completed before the scheduled date of completion stated in Clause 2.4, the balance amount shall be paid to the Consultants with their final bill.

(c) As soon as practicable and preferably within thirty (30) days after the end of each calender month during the period of the Services, the Consultants shall submit their bill in duplicate to the Client. Supporting documents shall be submitted for reimbursable direct costs expenditure, if any.

6.4 Period of Payment

(a) The time period for advance payment shall be .....( ) days after signing of Contract Agreement by both the Parties. (Fill in the time period e.g. thirty (30) days).

6.5 Delayed Payments

Financing charges are as under:

(i) for foreign currency = ------- percent (___%) per annum
(ii) for local currency = eight percent (8%) per annum.