

Appendices

Appendix A – Terms of Reference

This Appendix shall include the final Terms of Reference (TORs) worked out (if any, otherwise TORs/Scope of work mentioned in Section 4 of this RFP will be applicable) by the Procuring Agency and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Agency's input, including counterpart personnel assigned by the Procuring Agency to work on the Consultant's team; specific tasks that require prior approval by the Procuring Agency.

Appendix B – Time Schedule

B-1 Effective Date of Commencement of Services.

The date on which this Agreement shall come into effect is within seven (07) days from the date when the Agreement is signed by both the parties.

B-2 Time Schedule of Services

Total time period for overall scope of work is **07 months** from commencement of services.

B-3 In case of extension, no additional payment (beyond the contract amount) to the Consultant will be admissible.

B-4 The Consultant is liable to complete his assignment well within time. Any unjustified delay may result in the penalties/ withheld/ forfeiting of the remaining amount of the consultant by the Client.

Appendix C – Remuneration for Services & Schedule of Payment

C-1 Total Remuneration

Total remuneration/contract amount is lumpsum, as per Most Responsive and the Most Advantageous Bid of the contract. This amount is inclusive of all applicable taxes, stamp duty and out of pocket expenses including, travelling and transportation cost, etc.

Total (in words)	
Total (in figures)	

- a) **Schedule of Payments:** The payment to the successful firm shall be made as per following schedule;

Completion Phase	Payment Release Percentage
Phase 1	Up to 15%
Phase 2-4	Up to 80%
Phase 5	Up to 100%

- b) **Mode of Payments:** Payments shall be released by the Procuring agency to the firm, at procuring agency's choice, either in the form of Cheque/(s) drawn in the favor of the firm or in the form of Irrevocable Inland Letter of Credit (LC) at Sight opened in the favor of consultant. If Letter of Credit is opened in favor of consultancy firm, the cost (commission and bank charges) of L/C shall be the responsibility of the consultant. The payments will be made to the firm on the completion and submission of deliverables after deducting applicable government taxes. The Firm shall submit the invoice only after the approval of deliverables by the Client.
- c) The cost of stamp duty on Contract Agreement is also deemed to be included in the Contract price.
- d) The Work/Report/deliverables against the TORs needs to be completed in full respect. The Firm is liable legally and financially and will pay back the amount to the Client if work/report/deliverables is done partially by the consultant against the TORs.

Payment shall be made in Pak. Rupees, by submission of invoices. The payment will be made through cross- cheque/LC to the firm as per deliverables within thirty (30) days of submitting verified invoice to the Client.

Appendix D – Special Conditions

D-1 REPRESENTATIVE OF THE CONSULTANT

Name:

Designation:

Address:

Cell #:

Email:

D-2 REPRESENTATIVE OF THE CLIENT

Name:

Designation:

Address:

Cell #:

Email:

D-3 VENUE OF ARBITRATION

1. Initially a Representative of the Client and Representative of the Consultant will resolve any dispute arising out of or relating to the contract through negotiations and mutual consent.
2. In case the dispute can't be resolved amicably, it shall be referred for Arbitration to the CEO of the client.
3. Provisions of the Arbitration Act, 1940 shall apply to the arbitration proceedings and the venue of arbitration shall be Lahore.

D-4 LOCATION OF THE COURTS / VENUE FOR DISPUTE

Lahore